Cases Reported this Week.

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CURRENT TOPICS.

MR. JUSTICE KAY has announced his intention of resuming his duties on Monday next, the 11th inst.

THREE MEMBERS of the Discipline or Professional Purposes Committee under the Solicitors Act, 1888—viz., Mr. E. J. BRISTOW, Sir THOMAS PAINE, and Sir HENRY WATSON PARKER—have retired; and the Master of the Rolls has, by an order dated the 5th of November last, appointed Mr. JOHN HUNTER, Mr. RICHARD MILLS, and Mr. WILLIAM MELMOTH WALTERS to be members of the committee in their places.

THE ILLNESS with which Lord Justice BOWEN was attacked on Monday last has prevented his appearing in court since that day. On Tuesday Lords Justices COTTON and FRY were not able to form a court. On Wednesday and Thursday those two judges sat to hear interlocutory appeals. On Friday last it was understood that they would procure the assistance of Lord COLERIDGE, but for one day only; it was, however, hoped that Lord Justice BOWEN would be well enough to sit on Saturday.

SINCE THE CONVERSION of the public funds, and the reduction of the rate of interest thereon, suitors have looked about for securities bearing a rate of interest which shall provide against the reduction of income thereby caused. In consequence of this, directions have been obtained, since November, 1888, when ord. 22, r. 17, came into operation, for investment of money in court in the four per cent. stocks of some of the largest railway undertakings, and this kind of investment has presumably not been neglected by the general public. Cases have come under notice in which the Paymaster has found himself unable to procure sufficient of such stock in the market to meet the requirements of the orders of the court, and he has been forced to get permission to make up the required investment by means of purchasing small sums of the stock from time to time. This scarcity has, of course, raised the price, so that, by reason of the loss of interest from this cause and from the delay, as well as the extra expense, of purchasing in small parcels, it has become next to impossible to increase incomes arising from funds in court which have been reduced by the Conversion Act, and it is but small consolation to individuals to be told that the interest was reduced for the public benefit.

LORD COLERIDGE is reported to have said, two or three days ago, that "nobody had a right to keep the court waiting except the judge." Perhaps this was a judicial joke, but if not, we should be tempted to inquire what right the judge has to keep the court waiting? Possibly the Lord Chief Justice might reply that the judge cannot keep the court waiting; the judge is the court. But, ignoring for the moment the existence of the insignificant "black beetles" who call themselves counsel and solicitors, and the infinitesimally unimportant beings who attend as suitors and witnesses, can it be said that, upon a trial before a judge and jury, the majestic figure on the bench alone constitutes "the court"? And if the judge and jury together constitute the court, an unenlightened layman might ask, how is it that, while one member of the court is fined £10 for being five minutes late, another member of the court escapes without fine or rebuke if he is a quarter of an hour late, or even if he omits to sit at all on a day or days? We desire to speak with unfeigned respect of the bench, and we fully recognize that many circumstances, as for instance, family affliction, may justify absence from the courts, but we think there is some reason at the present time to ask, *Quis custodiet ipsos custodes?* Are the learned judges at absolute liberty to decide at what time they shall sit, or whether they shall sit at all? Is there really no one entitled or interested to inquire whether a judge sits, and, if not, why he does not sit? For instance, is the Long Vacation, as expressly provided by Order in Council, to "terminate *for all purposes* on the 23rd of October," or is it only to terminate for the purposes of the "black beetles" aforesaid? In that case there should be issued a supplemental Order in Council, which should recite that, whereas fish often bite well on and after the 24th day of October, and pheasants are often numerous on and after the date aforesaid, and the charms of rural life in general are not yet wholly exhausted at the date aforesaid, it is expedient to provide (to meet all events) that no judge shall be bound to sit in court when he would prefer to be elsewhere. There was on the bench, not many years ago, a judge of the highest eminence who refused even to take a holiday on the Queen's birthday. He said that he had no more dislike to a holiday than other people, but he should consider it his duty, until a rule was made authorizing the courts to be closed on that day, to keep his court open. Is that learned judge's notion of his duty to the public becoming obsolete?

MR. MUNTON is to be congratulated on the completeness of the

victory he has won for the profession in his seven years' warfare with the Middlesex Registry. Now comes the time for counting the spoils. Backed by the Council of the Incorporated Law Society, he had, up to the commencement of the late Long Vacation, established—

(*a*) That the maximum fees payable on memorials were 1s. for 200 words and 6d. for every additional 100, 2s. 6d. for oath and exhibit, and 1s. for indorsing registration on original indenture;

(*b*) That a deed of enfranchisement was registrable;

(*c*) That the execution of a memorial by the grantee need not be witnessed by the person who attested the execution by the grantor;

(*d*) That memorials could, at option, be deposed to outside the registry before commissioners to administer oaths.

There remained the question whether the oath could be taken before a commissioner appointed since the Judicature Act. Mr. MUNTON, in October last, being himself one of several trustee-grantors in a reconveyance of a mortgage, tendered a memorial sworn before a commissioner appointed since and under the Judicature Act. This memorial was refused, and proceedings for a *mandamus* were thereupon taken. Hereupon the wily enemy took new ground. He not only vigorously defended his old position, that the commissioner could not act, but he alleged that the oath to the memorial should have been verified by affidavit and not by indorsement, and that a grantor had no "personal interest" in registering a memorial. In this case, however, Mr. MUNTON, in his individual capacity, had advanced money and arranged to take a new mortgage, and he therefore had a considerable "interest" in getting the prior reconveyance registered, but, as it was undesirable that the decision should turn on unusual circumstances, a memorial of the new mortgage, similarly sworn before a commissioner, was tendered by Mr. MUNTON as grantee, and, registration being refused, a second action was commenced. Upon this the foe unmasked a new battery. He contended that the description of the deponent in the memorial, as clerk to the plaintiffs' firm, was not a sufficient statement of his abode or "addition" within section 6 of the Middlesex Registry Act (7 Anne, c. 20). The defendant having refused to agree to consolidation, the cases were separately set down for trial, and, as our readers will see from the report elsewhere, Mr. MUNTON succeeded in both, all the defences being overruled. There must accordingly be added to the list of the victor's spoils the following points of general importance:—

(*e*) Memorials may be deposed to before a commissioner appointed under the Judicature Act.

(*f*) The oath to a memorial need not be verified by affidavit; the indorsed certificate of a commissioner is sufficient.

(*g*) The description of the deponent in the memorial as clerk to a firm of solicitors is sufficient.

The profession will now look with considerable interest to the issue of the promised work in which Mr. MUNTON will recount his campaign.

IN A LETTER which we print elsewhere, a correspondent raises the question whether the stamp on the transfer of a mortgage must cover the amount of any interest expressly included in the transfer. The words of the schedule to the Stamp Act, 1870, impose the duty on every £100, or fractional part of £100, "*of the amount transferred*"; and we have certainly always understood, and acted on the understanding, that these words mean that duty must be paid on any interest which has become due and is included in the transfer; but that interest accruing, but not yet due, is not chargeable with duty. This is apparently what Mr. GRIFFITHS means in his note at p. 83 of his Stamp Digest (8th ed.), to which we presume our correspondent refers, where he says that "'the amount transferred' includes *arrears* of interest, if any, as well as principal." The words appear to us to mean "the amount of the debt transferred"; interest become due is a part of the debt transferred, but interest not yet due is not. Our correspondent (whose opinion, we need hardly say, is entitled to much weight) thinks that the ambiguous word "amount" means the amount of the "mortgage" as defined in the Act—that is (section 105), "a security by way of mortgage for the payment of *any definite and certain sum of money advanced or lent at the time*," &c., and that the words "amount transferred" are inserted merely to meet the case of a portion of the principal money due on the mortgage having been paid off. It would rather seem that the subjects charged under the three heads of "mortgage," "transfer," and "reconveyance" are intended to be different. "Mortgage" is confined to the original mortgage debt; "transfer" extends to the "amount transferred"; and "reconveyance" extends to "the total amount or value of the money at any time secured." The last-mentioned definition, however, appears to supply an argument in favour of our correspondent's view. The word "amount," in the portion of the schedule relating to reconveyance, cannot possibly include *interest* "at any time secured" by the mortgage, and as this definition immediately follows that relating to "transfer," it may be contended that the word "amount" in both definitions should bear the same meaning. We regret that our correspondent's summons under the Vendor and Purchaser Act went off, for there is obviously something to be said in favour of his contention. By the way, would it not be possible for the Council of the Incorporated Law Society to get decisions on disputed points of stamp law of general interest to the profession by this cheap and rapid means? There must be opportunities for taking up questions arising between vendors and purchasers which would afford a means for attempting to pare the claws of Somerset House. We presume that since *Re Whiting to Loomes* (29 W. R. 435, 17 Ch. D. 10) there would be no difficulty in getting a judge, on a vendor and purchaser summons, to decide the question whether a stamp is sufficient.

AN ESTEEMED CORRESPONDENT, whose practice with regard to searches affords a strong contrast to that of our last week's correspondent, asks what would be the consequences if a mortgagee were to reconvey to a mortgagor who had been adjudicated bankrupt, or where the equity of redemption had been dealt with and the transaction registered in the Land Registry. We do not think that the first of these transactions would have very serious consequences—in cases, at least, in which the value of the mortgaged property was greater than that of the sum paid for redemption. No doubt the money paid by the bankrupt belonged to his trustee, but as it would have been the duty of the trustee to pay off the mortgage and to take a reconveyance for the benefit of the bankrupt's estate, and as the conveyance to the bankrupt enures for the benefit of the trustee, no harm can happen to anyone, and it is unlikely that any question will be raised. On the other hand, where the sum paid for redemption exceeds the value of the mortgaged property, it is probable that the trustee will be able to have the transaction set aside. There is some little difficulty in seeing what is the nature of the transaction that our correspondent thinks capable of registration in the Land Registry. Registration under the Land Titles and Transfer Act, 1875, confers on the registered proprietor an estate in fee simple, either with absolute or possessory title, and subject to the incumbrances, if any, entered in the register. There are four cases. *First*, let the mortgagor or a stranger be registered as the proprietor with absolute title, and let the mortgage not be entered as an incumbrance. In this case the effect of the reconveyance to the mortgagor is *nil*; the mortgagee must think himself very lucky in getting his money. *Secondly*, let the mortgagor or a stranger be registered as proprietor with absolute title, and let the mortgage be registered as an incumbrance. In this case the conveyance by the mortgagee may have the effect of keeping alive the charge in favour of the person paying him off; but the fact of his conveying to a person who is not the registered proprietor cannot throw any responsibility on him. *Thirdly* and *fourthly*, the mortgagor or a stranger may be registered as proprietor with possessory title either with or without an entry of the mortgage as an incumbrance. As the effect of registration with a possessory title is not to prejudice the enforcement of estates or rights adverse to, or in derogation of, the title of the registered proprietor, the mortgagee may, in either of these cases, safely deal with his mortgage exactly in the same manner as if no person had been registered as proprietor of the land. The practical effect appears to be that, where a mortgagee is paid off and reconveys to a bankrupt mortgagor, he runs the risk of the transaction being set aside, but that no such risk attaches where the mortgagor or anyone else has been

registered as proprietor under the Act of 1875. And, further, that the only case in which there is any practical risk of the transaction being set aside is where a bankrupt mortgagor has in his hands enough money to pay off a mortgage debt insufficiently secured, an occurrence so improbable that it does not fall within contingencies to be guarded against.

It appears to be getting pretty well established that the necessity for a bill of sale may be avoided by going through the form of an absolute sale of the goods for the amount of the loan and then leaving them in the possession of the borrower under a hire and purchase agreement. Such an arrangement has again received legal sanction, this time from Cave, J., in *Ex parte Collins, Re Yarrow* (reported elsewhere), though at the same time he drew attention to what he regarded as the conflicting nature of the authorities, and wished for a definite decision of the Court of Appeal. It does not seem to us, however, that the recent utterances of that court are likely to be modified. It is true some of the earlier cases looked at the substance of the transaction rather than its form, and in *Ex parte Odell* (10 Ch. D. 76), and others, documents which purported to carry out a sale were treated as in reality constituting a mortgage. But it was decisively held in *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *North Central Wagon Co.* (35 W. R. 443, 35 Ch. D. 191) that where a transaction can be supported without reference to the documents, it is not liable to be invalidated by the Bills of Sale Acts; and, moreover, for a document to be a bill of sale (unless it is a power of attorney or a licence to take possession, &c.) it must constitute an assurance either in law or equity. That this result allowed of an easy means of evading the Acts was not thought to be any reason for impeaching its correctness. The same view was adopted by Lord Macnaghten when the case was before the House of Lords, though the decision there was based upon different grounds. Mr. Justice Kay in *Redhead* v. *Westwood* (59 L. T. 293), and now Mr. Justice Cave in the present case, appear to have only followed the argument to its legitimate conclusion. In neither case was there any doubt as to the real nature of the transaction, and in each it was recognized as a successful evasion of the Acts. In the former there was no document at all in connection with the preliminary sale; in the latter there was a receipt indeed, but this was no assurance of the goods, and its existence does not seem to have made any difference. Consequently, there was nothing to be upset except the hire and purchase agreement, and against the validity of this, after the previous sale had been allowed to be good, there was nothing to be said. The matter is more likely to be altered by legislation than by a future decision of the Court of Appeal, but past experience does not exactly favour attempts in that direction.

The decision of Mr. Justice Cave in *Ex parte Board of Trade, Re Weyman*, which we report elsewhere, is a useful caution as to the terms on which solicitors should accept the office of trustee in bankruptcy. In that case the committee of inspection, acting under the authority of the creditors, resolved that the remuneration of the trustee, who was a solicitor, should be "his proper professional charges as a solicitor for attendance and work done and expenses incurred by him in or about the proceedings in the bankruptcy." It is difficult to reconcile this with section 72 (1) of the Bankruptcy Act, 1883, which requires the remuneration of the trustee to be "in the nature of a commission or percentage of which one part shall be payable on the amount realized . . . and the other part on the amount distributed in dividend," yet it was treated as valid both by the registrar and the taxing master. Before Mr. Justice Cave, however, it met with a different fate, and was held to be worthless. The case of a solicitor-trustee is, indeed, expressly provided for, though not with all the clearness that could be desired, by section 73 (2). It is natural to construe this section as a rider to section 72, and in speaking of the trustee's *remuneration* it may be taken to refer to the remuneration as there defined. Primarily it is concerned with the costs which are to be allowed in the trustee's accounts in addition to his remuneration, and sub-section (1) provides that these shall not include payments for the performance by other persons of the ordinary duties of the trustee. Among such duties professional legal work is, of course, not included, and in the usual course a solicitor's charges will be allowed. The next sub-section deals with the case where the trustee is a solicitor, and therefore capable of doing himself the work for which he is entitled to employ another solicitor. In this case, if he does the work himself, he cannot charge for it in addition to his remuneration, and sub-section (2) provides, apparently as a substitute for this, that he may contract that the remuneration for his services as trustee shall include all professional services. According to the present decision this does not allow the remuneration to vary in any way from the commission or percentage specified in section 72, but the solicitor may reasonably expect this to be fixed on a more liberal scale in consideration of his undertaking the legal business himself. In the absence of such a contract he is, apparently, not bound to do any legal business, and in the usual way may intrust it to other hands and have the costs allowed.

In the case of *Fisher* v. *Shirley* (reported elsewhere) Mr. Justice Stirling gave an important decision on the effect of a covenant by a husband to settle after-acquired property of the wife where the acquisition has taken place subsequently to the coverture. The wife was already, at the time of the marriage, in 1841, entitled to property in reversion, and the husband's covenant to settle any property to which she, or he in her right, might subsequently become entitled, would, according to the law as laid down in *Re Clinton's Trust* (13 Eq. 295), bind this when it fell into possession. The wife died in 1852, and the property did not fall into possession till recently. Under these circumstances, the question was whether it was bound by the covenant. On the face of it, this contained no words to shew that it was intended to be confined to acquisitions made during the coverture, and, indeed, the omission of the usual words, "during the intended coverture," might seem to indicate an intention to the contrary. Upon a similar covenant in *Stevens* v. *Van Voorst* (17 Beav. 305), Romilly, M.R., said that he had looked in vain for any words limiting it, and that he could not introduce them upon mere speculation. Where, however, the covenant is by the wife as well as the husband, and the latter dies first, there is an obvious hardship in adopting this construction, and in *Dickinson* v. *Dillwyn* (8 Eq. 546) and *Carter* v. *Carter* (*Ibid.* 551) Malins, V.C., with more boldness than Lord Romilly had ventured to assume, gave an opposite decision, upon the broad ground that, under the circumstances of those cases, the wife could not have intended to settle property devolving upon her after her husband's death. It so happened that in both cases she became entitled to the property in question under her husband's will, but this could not affect the possibility of reading the required limitation into the covenant, and the construction thus adopted was approved by the Court of Appeal in *Re Edwards* (22 W. R. 144, L. R. 9 Ch. 97). There the decision was based on the primary object of the covenant, which was to prevent the property falling under the sole control of the husband, and there was therefore no necessity to extend it beyond his lifetime. Consequently, it was to be read as though the express limitation to the duration of the coverture had been inserted. But obviously a forced interpretation of this kind must be restricted to the cases which make it necessary, and no such necessity exists where the coverture is terminated by the death of the wife. It is by no means unreasonable for the husband still to be bound to settle property for the purposes of the marriage settlement, and Mr. Justice Stirling decided that to such a case the rule of *Re Edwards* did not extend. The covenant was therefore held to include the property which fell into possession after the wife's death. The previous decisions have doubtless carried out the intention of the parties, but it is clearly inconvenient that the interpretation of a covenant should be made to vary with subsequent events.

Messrs. Heidsieck & Co., the firm of champagne merchants and proprietors of the "Monopole" brand, seem to be fortunate in their litigation at the present time. Hardly had they succeeded in defeating in the English courts the proprietors of the "Monobrut" brand (*Re Vignier*, July 5, 1889, 6 Pat. Off. Rep 490), when (July 26) the Cour de Cassation, the highest court in France, affirmed the judgments in their favour of the courts of Saumur and (on appeal) of Angers, in proceedings taken by them against one Tessier, a wine merchant of Saumur. These proceedings (re-

ported in the last issue of the Annales de la Propriété Industrielle) had their origin in the manner in which the defendant had marked his Saumur wine, and it appeared in the course of the litigation that the defendant had not merely labelled his bottles "*Champagne mousseux, qualité extra, Monopole, déposé,*" but had placed on his corks the local name "Epernay." It seems almost a matter of course that the courts held that the defendant was guilty of an infringement of the "Monopole" brand, and of a fraudulent attempt to get the benefit of the plaintiffs' reputation; but the special interest of the case for English readers arises on the judgments of the French courts with respect to the use of the word "champagne." The proceedings taken by the plaintiffs—or rather the prosecutors, for the proceedings were of a criminal character—were directed to punish the defendant, not only for infringment of trade-mark, but also for the wrongful and deceptive use by him of the word "champagne" in connection with wine which was neither grown nor prepared in the French province of that name, and in their contention in this respect the prosecutors were supported by the syndicate of the champagne wine trade, who also themselves took independent proceedings to repress this practice. The defendant's contention was that the word had lost its geographical signification in connection with wine, and had come to be a mere appellation descriptive of sparkling wines, wherever grown or prepared; and in support of this contention he produced evidence of the use of the name in various foreign countries, such as Italy, Switzerland, Hungary, Australia, and California, as part of the descriptive titles of sparkling wines there grown, and he maintained, on behalf of the Saumur wine trade, that they were entitled to describe their Saumur sparkling wines as the foreign wine growers had described theirs, as champagne wines. This contention was, however, overruled by all the courts before which the case was brought, and they held with one accord that the word champagne had not become of common right, nor descriptive of quality, in the sense alleged, but that it had never ceased to be indicative of wine grown in Champagne and prepared according to the methods there in vogue. For the future, therefore, consumers of champagne may rely upon this—that the only wine which may, by French law, be described or labelled as "champagne" is wine grown and prepared in the district of that name.

THE EXTENT OF THE JURISDICTION UPON AN ORIGINATING SUMMONS.

The recent decision of the Court of Appeal in *Re Royle, Royle* v. *Hayes* (reported elsewhere, and in this week's issue of the Weekly Reporter), shews decisively where the line is to be drawn in the use of the procedure by originating summons to settle questions affecting the administration of estates and the execution of trusts. By R. S. C., ord. 55, r. 3, such a summons may be brought in respect of various matters therein enumerated, and generally, under clause (*g*), for the determination of any question arising in the administration of the estate or trust. The convenience of the procedure, and the risk attendant upon bringing an action when a summons would have sufficed, have perhaps created a tendency among practitioners to give a broad rendering to this provision, and attempts have been made to use it for the decision of matters which should really be tried by an action. Objection was taken to this, however, by Mr. Justice North in *Carlyon* v. *Carlyon* (35 W. R. 155), and he there held that rule 3 applied only to questions and matters which, before the order was made, would have been determined by an action for the administration of the estate. There the summons raised, in substance, a question between parties, each claiming to be legal devisee under the will of a testatrix, and, as this could not formerly have been determined in an administration action, North, J., held that he had no jurisdiction now to determine it on an originating summons. He appears, however, at the request of the parties, to have heard the summons, pointing out at the same time that there could be no appeal.

A similar decision was given by the same judge in *Re Davis* (36 W. R. 587, 38 Ch. D. 210), and he took occasion to state that Mr. Justice Stirling agreed with him in the construction of the rule. There, again, an originating summons was taken out to decide a question between persons claiming as legal devisees under a will, and reliance was placed on clause (*a*) of the rule, authorizing a summons to be taken out for the determination of a "question affecting the rights of a person claiming to be a devisee," but the only result was to elicit from the court a repetition of the reasons previously given. The object of the rules, it was stated, was to afford an opportunity of obtaining a decision in a summary way of questions affecting the administration of an estate or trust where it would previously have been necessary to have a decree or judgment for the administration of the estate or the execution of the trust. The reference in the rule to devisees enables them, indeed, to raise by summons any question between themselves and the executors or trustees of the will, but they cannot in this way get the decision of a question between themselves and other persons which would not have arisen in the course of the administration of the will or trust.

In the above cases the questions arose on the construction of a will, but of course the argument is stronger when they arise between persons claiming under the will and persons claiming adversely to it. This was the case in *Re Bridge* (35 W. R. 663), where trustees of the will took out an originating summons to decide whether certain property, purporting to be devised by the will, really passed under it. The adverse claimant was made a defendant, and did not object to the jurisdiction, but Kay, J., held that he did not possess it. So, too, in *Re Gladstone* (32 Solicitors' Journal, 663), where a question was raised on the construction of a creditors' deed, and the plaintiff, though a beneficiary under it, was claiming against it, North, J., held that he had no jurisdiction to decide the matter on an originating summons.

In the present case of *Re Royle*, Mr. Justice Kekewich appears to have taken a different view; and he held that he had jurisdiction to determine the validity of a claim raised adversely to the will by a person who was also a beneficiary under it. The question related to a sum of £171, which the beneficiary stated had been given to her by the testator in his life, but which the executors claimed as part of his estate. In the Court of Appeal, however, the objection to the jurisdiction, which had thus failed in the court below, was allowed, and the rule laid down by the earlier cases was established. It would doubtless have been convenient if a wider operation could have been given to the new procedure, and its advantages may ultimately lead to an extension of it; but for the present it may be taken to be finally settled that no question can be decided on an originating summons which could not formerly have been raised in an action for administration of an estate or for the execution of a trust; in particular, the procedure is inapplicable where questions arise between legal devisees or where claims are made adversely to the will or trust.

NOTICE OF ACTION, HOW FAR NECESSARY IN CASE OF DAMAGES GIVEN IN SUBSTITUTION FOR INJUNCTION.

The case of *Chapman, Morsons, & Co.* v. *Guardians of Auckland Union* (23 Q. B. D. 294), recently decided in the Court of Appeal, raised a point of some difficulty with regard to the necessity or otherwise for a notice of action.

The point was as follows. The Public Health Act, 1875, like many similar enactments, requires a notice of action previous to an action against the authority for anything done or intended to be done under the Act. It has been held, and no doubt rightly held, that this provision does not apply to an action for an injunction as such. The scope of the enactment is to give an opportunity for tender of amends, which does not apply to an injunction, and it is obvious that the benefit of the remedy by injunction would be most unfortunately restricted if a month's notice were necessary. In the case we are discussing an action was brought against a rural sanitary authority, without notice of action, in respect of a nuisance caused by the pollution of a stream by sewage, and the plaintiffs claimed an injunction and also a large sum by way of damages.

The circumstances of the case, as proved at the trial, were somewhat peculiar. The discharge of sewage into the stream by the defendants had commenced in 1876, but the plaintiffs, though they alleged a nuisance from that period, failed to prove any substantial nuisance to their property until 1887. In 1887, there being a very dry season, a considerable nuisance was occasioned during the summer, owing, we suppose, to the small quantity of water in the stream. The plaintiffs commenced their action in

May, 1887, but it did not come on for trial till the summer assizes in 1888, and at that time the drought had passed away and no substantial nuisance was being caused. The judge at the trial, being of opinion that a nuisance would only be occasioned in exceptionally dry seasons, thought that, under these circumstances, he ought not to grant an injunction, which might have serious consequences to the inhabitants of the district, but he gave £25 damages instead. On appeal to the Court of Appeal by the defendants, it was objected that, there having been no notice of action, the judgment for the £25 damages could not stand. The Court of Appeal refused to give effect to this contention, holding that the judge had power to give such damages as he had given as being in substitution for an injunction, in accordance with the chancery practice established by Lord CAIRNS' Act (21 & 22 Vict. c. 27), s. 2.

The result so arrived at does not appear to us to be altogether free from difficulty, and it seems to us to be left somewhat uncertain by the judgments of the Master of the Rolls and LINDLEY, L.J., how far the doctrine upon which they acted is to be considered to extend. Lord Justice BOWEN, arriving at the same result in the particular case by what strikes us as a somewhat special interpretation of the facts and the course taken by the judge at the trial, does appear to limit more precisely the application of the judgment he pronounces in a manner we shall endeavour to explain.

Under Lord CAIRNS' Act (repealed by 46 & 47 Vict. c. 49, but the jurisdiction under which is preserved by section 5: *Sayers* v. *Collyer*, 28 Ch. D. 103, 107) the Court of Chancery was empowered, in an action for an injunction, to give damages either in addition to or in substitution for an injunction. One important question in connection with the subject is, What is the effect of the expression "in substitution for an injunction"? We take it that the Court of Chancery had power under that provision, under such circumstances as existed in the case we are discussing, apart from any question as to notice of action, to decline to grant an injunction, and to give the plaintiff all the damage he had sustained, which might otherwise have had to be recovered at law—that is to say, damages representing the inconvenience and mischief he had sustained up to the date of the writ, measured pecuniarily. It also seems clear that it had power to give such damages in addition to an injunction. The object appears to have been to prevent the necessity for seeking different kinds of relief, to both of which the plaintiff might be entitled, in different courts; and the effect of the words seems to be that in the action for the injunction the Court of Chancery might give the damages to which the plaintiff was entitled at law, either with or without the injunction asked for. It seems to us questionable whether the expression "in substitution for such injunction" is very happy or scientifically accurate, because damages can hardly be said in strictness ever to be a substitute for an injunction. They have no relation or commensurable qualities. One prevents damage occurring; the other compensates it when it has occurred. At first sight the words of the section do not appear to mean more than that the court may award an injunction and damages or may award damages only instead of awarding an injunction. But a somewhat more extended effect seems to have been given, and rightly given, to the phrase "in substitution for such injunction" in the case of *Fritz* v. *Hobson* (14 Ch. D. 542), where FRY, J., appears to have relied upon those words for the purpose of giving damages which were prospective at the date of the writ, and therefore could not have been given at common law, but which had actually accrued before the trial, in a case where no injunction was given, the wrongful act having then come to an end.

But, though the words as used in Lord CAIRNS' Act may include such prospective damages, it is clear that they cannot be confined to them, to the exclusion of past damages which would have been recoverable at common law. The question therefore arises whether such damages can be given, where there is no notice of action, in substitution for the injunction. It must be remembered that all the common law damages might apparently be given in the action for an injunction by the Court of Chancery in addition to the injunction. If the court have power, in the absence of notice of action, where they do not give an injunction, to give all the damages which would have been recoverable in the common law action for damages, it would be a most anomalous result if they could not do so where they do grant an injunction. If, however, the result is that, wherever the action is *bonâ fide* for an injunction, the plaintiff can recover all the damages that he could have recovered at common law, without notice of action, it is obvious that in a very large class of cases the express provisions of an enactment aimed at the protection of public bodies are practically nullified by a side wind—viz., by reason of a statute dealing merely with procedure, and not with substantive rights and privileges. It seems to us that it would be a most anomalous result of an enactment which was only meant to prevent the necessity for suing in two courts that it should have conferred on the Court of Chancery the power of giving damages where a court of law was expressly forbidden to give them.

Lord Justice BOWEN seems to have been struck with the anomaly of such a result, and having, by a somewhat subtle analysis of the facts, arrived at the conclusion that the learned judge at the trial gave damages only in respect of mischief prospective at the date of the writ, he proceeded to uphold his judgment on that footing. His view of the matter appears to come to this: so far as the claim for an injunction and that for damages cover the same ground—*i.e.*, mischief prospective and subsequent to the writ—and the damages can in that sense be said to be in substitution for the injunction, as in *Fritz* v. *Hobson*, there is nothing in the provision with regard to notice of action (which was aimed at common law actions for damages in which there was a question of tendering amends) to prevent such damages being given in the action for the injunction instead of the injunction; but so far as the damages claimed cover, not the same ground as the injunction, but merely as the common law action for damages, then in the absence of notice of action they cannot be recovered. This reasoning seems to us perhaps a little subtle, but we think its result is practically satisfactory, as reconciling the enactments and producing substantial justice. We must confess to having had some difficulty in gathering from the judgments of the Master of the Rolls and LINDLEY, L.J., whether their view goes beyond that of BOWEN, L.J., or not. The substance of what they say seems to be that the provision requiring notice of action before an action for damages cannot take away the chancery jurisdiction to grant damages in an action *bond fide* brought for an injunction in substitution for an injunction, and that the damages given in the case under discussion were in such substitution. This seems to us slightly ambiguous, but we cannot help thinking that, when the principles on which they proceeded are fully worked out, it will be seen that they must lead to the same result as that arrived at by BOWEN, L.J. We should not, therefore, advise anyone suing a public body hastily to jump to the conclusion that, when the action is *bonâ fide* for an injunction as well as damages, notice of action in such cases is a formality that may safely be omitted.

THE WORK OF THE COURTS IN 1887—1888.

II.

PROBATE, &c., DIVISION.

Probates, &c.—During the year 1888 it appears that 14,970 probates and 7,239 administrations were granted, whereas the numbers in 1887 were 14,341 probates and 6,656 administrations. One hundred and seventeen trials took place in court, of which 12 were by a special jury, 9 by a common jury, and 96 by judge only. The amount of fees for contentious business was £1,828, as compared with £1,994 in 1887. The aggregate amount of stamp duty received in England and Wales was £3,930,316, of which £2,563,441 was received in London and the remainder in district registries. In 1887 the total received was £3,543,022, of which £2,246,167 was received in London. The value of effects was sworn at £93,940,973 in 1888 and £82,440,572 in 1887. These last figures apply to probates and administrations granted in London only. In the district registries the value of effects was sworn at £51,776,446, making with the former amount a total of £145,717,419 as the value of all estates in 1888. In 1887 the total value was £132,533,561. Probates and administrations in the district registries numbered 31,558, being 1,191 more than in the previous year.

Divorce and matrimonial causes.—The number of petitions filed in the divorce and matrimonial department was 735, of which 541 were for dissolution of marriage, 139 for judicial separation, 15 for nullity of marriage, and 23 for restitution of conjugal rights. In addition to these there were 251 petitions for alimony and maintenance, and 17 for variation of marriage settlements. Causes to the number of 469 were tried, of which number 44 trials only were with a jury. There

were 360 decrees *nisi* for dissolution of marriage, and 6 for nullity, and 338 such decrees were made absolute. Besides these there were 54 decrees for judicial separation, and 6 for restitution of conjugal rights.

Admiralty.—In the year 1888 there were 378 actions under the admiralty jurisdiction, of which 327 were *in rem* and 51 *in personam*. It should be stated, however, that these numbers do not necessarily represent all the admiralty actions, as writs for every division of the Supreme Court are issued in the Central Office, which apparently keeps no separate account of admiralty writs, and this return only represents actions in which duplicate writs were lodged. The amount claimed in these 378 actions was £737,590, whereas in 1887, in 395 actions, the amount claimed was £1,119,710. There were 45 motions heard in court and 1,268 summonses issued. Under the head of References to the Registrar assisted by Merchants, the total number of cases heard and reported upon by the registrar was 104 in 1888 and 107 in 1887. The total amount of accounts submitted for investigation in 1888 in the principal registry was £530,611, of which £396,691 was reported due. The total amount of costs submitted for taxation was £47,855, of which £33,477 was disallowed, leaving only £14,378 reported due. The court sat on 171 days, and the registrar, with merchants, on 106 days. Fees received amounted to £6,614.

Admiralty Marshal.—The return from the office of this official shews that 123 arrests of vessels were made in 1888, and the total proceeds of property sold under commissions from the court was £9,803. The fees received amounted to £771.

Bankruptcy.

In 1888 there were 4,826 bankruptcies, in which the aggregate of the estimated liabilities was £7,110,948 and the estimated assets £2,242,747. The petitions filed numbered 5,813, and only 4,826 receiving orders were made on these petitions; there were, moreover, 33 orders for administration of deceased debtors' estates under section 125 of the Act. The number of estates administered by the official receiver was 3,810. All the above figures exhibit a slight decrease from those of 1887. There were 1,286 applications for orders of discharge, of which 1,158 were granted and 64 refused, 30 were adjourned, and 34 were left pending. Prosecutions against fraudulent debtors were conducted by the Public Prosecutor in 69 cases, in 47 of which the accused were committed for trial, and 16 were acquitted, leaving 6 still awaiting trial. The bills of costs taxed by the taxing masters of the High Court and the registrars of the county courts amounted to £276,880, of which £32,743 was struck out on taxation. The number of appeals to the Judge in Bankruptcy was 63, and to the Court of Appeal 66.

Ecclesiastical Courts.

The number of suits in ecclesiastical courts in 1888 was 1, as against 4 in 1887 and 24 in 1886. There were also 321 suits for faculties, and 316 faculties were decreed. The court fees amounted in 1888 to £1,468, and in 1887 to £1,347.

Divisional Court.

There were during the year 1888, 291 appeals by motion from county courts and other inferior courts of record of civil jurisdiction pursuant to order 59, of which 222 were argued; in the previous year there were 252 appeals, of which 238 were argued.

The Court of Appeal.

The two divisions of the Court of Appeal sat on 408 days and disposed of 758 appeals, leaving at the end of the year a remanet of 237 appeals.

Judicial Committee of the Privy Council.

The appeals entered for hearing before this tribunal were 99 in the year 1888, and 64 appeals were heard and determined, and 125 appeals remained for hearing at the end of the year. Three applications for extension or confirming letters patent were heard and determined during the year. The fees on appeals amounted to £2,086, and on patent cases to £35.

The House of Lords.

There were presented to the House of Lords in 1888 57 appeals from England, 3 from Ireland, and 11 from the Court of Session in Scotland, making in all 71, as against 72 in 1887. Of these petitions 12 were withdrawn and 5 dismissed for non-prosecution. Judgments were delivered in 50 appeals, as against 40 judgments in 1887. At the end of the session of 1888 4 causes were standing over for judgment and 37 remained for hearing. The fees amounted to £1,969 in 1888 and to £1,716 in 1887.

The death is announced of the Hon. Edward Palmer, Chief Justice of Prince Edward Island.

THE ASSIGNMENT OF CAUSES AT NISI PRIUS.

We have been favoured with a copy of the following important observations on the existing, and compulsory, plan of assigning the causes in any list which happen to bear even numbers to one court, and those of the same class, and bearing uneven numbers, to another court, as to which it will be remembered some valuable letters appeared in this journal last year.

The rules which were made twelve months ago for the arrangement of the business at *Nisi Prius* seem, in the result of a year's experience, to work well, with the exception of the 14th, which nobody has turned to account, and the 15th, which provides that whenever two courts sit for the trial of any one class of actions, the causes which are marked with even numbers are to be assigned to one of those courts, and the uneven to the other. By this plan, as is alleged, anyone who has a cause for trial will only have to note the progress of one court, since he will know for certain, and from the first, where his case will be heard. Nothing can be more plausible than this supposition, or more entirely mistaken, for in numerous instances the rule cannot by possibility be adhered to, and both lists must therefore be watched just as much as if it did not exist.

But while failing altogether of its intended effect, the rule is the source of a great and useless waste of the money of suitors, and of other evils. These may or may not happen to be grave on any particular day, since the rule applies to courts incessantly varying in number from two up to seven or eight, and it affects them under widely differing conditions, but in the course of even a single year, the mischief which is done is of a certainty very serious. Whoever doubts this should on some Saturday examine the lists for the five preceding days, and carefully take stock of what has happened. An acquaintance thus formed with the operation of the rule, as shewn by a working diagram, may possibly prove conclusive against it, although a period of less than a week cannot be expected to yield more than a lean crop of experiences. The whole matter, therefore, seems to be worth investigation. Simple as it appears to be, it cannot be properly dealt with in writing. I called attention in the Solicitors' Journal of the 4th of August of last year (at the time of drawing the rule), to some points for consideration, not attempting any complete statement, but merely adverting to a few objections to the scheme which did not appear to have been perceived, or duly appraised. The Solicitors' Journal of the date mentioned is, of course, still easily accessible to anyone who may care to refer to it. It would have been most unbecoming, to say the least of it, if I had written a single word tending to call in question the propriety of any regulation which had been sanctioned by the Lord Chief Justice on its merits, or finally, and I should never, of course, have done anything of the kind. But it is quite permissible to me, I am sure, to mention that the Lord Chief Justice encouraged my proposal to write to the Solicitors' Journal, and that he entirely approved of the letter itself when published. It may have been altogether expedient to allow a plan which was advocated with extreme pertinacity, a run in the open, so to speak, in order that it might shew itself for what it really was to those who were not to be otherwise convinced about it. The days' lists of the past year, if intelligently examined as a whole by anyone who may be painstaking enough to embark on an extremely laborious enterprize, will be found to contain proofs of the bad effects of the rule not at all less cogent than a mathematical demonstration.

Some opportunity may perhaps be afforded me hereafter, since this has not yet occurred, of shewing cause against the rule, and of meeting its supporters in verbal discussion at close quarters, so that what is for the best may be finally ascertained and settled. Meanwhile, although very far indeed from being so weak or so impertinent as to wish that the smallest weight whatever should be given to my opinion beyond such, if any, as it may hereafter be found to deserve, I submit that it is at any rate likely to be honest and well-considered for the following reasons:—

That thirty years' service as Associate has given me the best opportunities for studying all the ins and outs of the arrangement of the business at *Nisi Prius* in every detail, imposing on me at the same time a responsibility, which has been duly felt, for good management: no one else now living has had this experience to the same extent, or has been similarly bound in duty to ascertain the true facts on which every point of practice with regard to the lists should be founded. That since the rule tends to reduce the preparation of the lists to a more mechanical process, it relieves the Associate of a great deal of trouble and anxiety; this being so, my objection to a plan which befriends myself can only be on the ground of the injury which it does to others, and its absolute uselessness for any purpose whatever. That had I defended, or merely abstained from assailing, a rule which must seem to outsiders to be quite harmless, convenient, and of no importance whatever, this would have been the path of peace as well as of pleasantness, and my treachery to the interests of suitors, and the serious consequences of that treachery, could never have been detected.

It may be added that every officer of my department who has at

any time been concerned with making out the lists, has been led to entirely the same conclusions as myself in this matter. T. W. ERLE.

November 1st, 1889.

REVIEWS.

ELECTRIC LIGHTING.

THE LAW RELATING TO ELECTRIC LIGHTING. SECOND EDITION. By G. SPENCER BOWER, B.A., Barrister-at-Law, and WALTER WEBB, Solicitor. Sampson Low, Marston, Searle & Rivington.

This is the second edition of a book written in 1882, soon after the passing of the original Electric Lighting Act. At that time the materials in the hands of the authors were limited to the Act itself and the Board of Trade Rules. As is notorious, very little came of the Act at that time, principally in consequence of the unfortunate section which empowered local authorities to purchase an electric light undertaking after twenty-one years. This was quite sufficient to deter possible investors in such undertakings from investing their money, and quite naturally so, seeing that they would have to run all the risks of failure—not at all an impossible contingency at such an early stage of the application of electricity to lighting purposes—would have to remain without dividends during the construction of the works, and finally would have to chance the possibility of being deprived of the fruits of their undertaking when it had at last become well established and was paying well. The Act of 1888 remedied that defect by extending the period to forty-two years, and at once gave an impetus to electric enterprize. Now the authors have at their disposal the proceedings at the Board of Trade enquiry held before Major Marindin in April, 1889, two reports issued by the Board of Trade in this year, and the model form of Provisional Order recently published by the Board of Trade, in addition to the two Acts and the various rules and regulations which have been laid down. With these materials much greater certainty with respect to the working of the Acts can now be arrived at than was possible in 1882, and the authors can claim the credit of a very searching and complete enquiry into the whole subject. It is, of course, too early yet to say that all their views and anticipations are correct, but it is not too soon to say that persons interested in the subject will find here much painstaking and intelligent comment on a subject which is by no means free from difficulty, and will be placed in a position to know what the points are, and to form their own opinions upon them, with the valuable assistance obtainable from the observations of authors who have manifestly given much time and thought to the subject.

CORRESPONDENCE.

SOLICITORS' AUCTION FEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I observe, by the extract you gave last week from the annual report of the Bristol Incorporated Law Society, that the council of that society say they observe with regret the absence of any uniformity of practice in Bristol as regards charging solicitors' contract fees on sales by auction, and they refer to the different practices of solicitors charging the purchaser with a commission payable to themselves, of a commission being charged with the addition of the words "towards the expenses of the sale," of making a commission payable direct to the vendor, and in other cases of reserving a fixed fee for the contract to the vendor's solicitor; and the council very naturally urge the desirability of conforming to a common usage, as the existing variety of practice tends to misconception on the part of the public and to dissatisfaction amongst the profession.

Happening not long ago to be attending an auction of house property in and near Bristol, I made some inquiry as to the condition I found inserted that the purchaser should, in addition to his purchase-money, pay a fee to the auctioneer, or to the vendor, of £2 per cent., on the purchase-money "towards the expenses of the sale," when the auctioneer assured me that it made no difference in the price obtained for property sold, and that if a purchaser would bid £1,000 for a house, an extra £1 or £2 per cent. thereon made no difference, as an extra fee was always expected to be paid, and everyone knew it. Upon my asking a local solicitor if this did not clash with the conducting charge allowed under the Solicitors' Remuneration Order, he said not, as the commission or fee was not paid by the client, and was generally made payable to the vendor and not to the solicitor.

Upon my asking him if this practice was generally adopted by the profession, he told me it had but lately sprung up, and upon my further question as to what the auctioneer did with the £20 (upon the sale of a £1,000 house), he said he was supposed to retain half of it, or £10, as his auction fee, and hand the other £10 to the solicitor, who gave (or ought to give) his client, the vendor, credit for it off his costs. Many solicitors, he said, still adhered to the old practice of stipulating for the £1 per cent. only (10s. per cent. only above £1,000 purchase-money), in which case, of course, there would be no credit given to the client; which at once occasioned my remarking that no wonder dissatisfaction was felt amongst the local profession, as it seemed evident that an outsider would at once think one solicitor to be cleverer than another if the one could afford to give him a credit of £10 whilst the other allowed nothing, and most probably he would bear it in mind, upon the next sale he had, as to which solicitor he instructed.

My friend readily admitted that he did not like this variety of practice, and said he knew that the Council of the Law Society tried to grapple with it, but unsuccessfully, and that he feared the practice was too inveterate in Bristol and a great part of the West of England to be readily broken down.

I should like to know how far a similar practice obtains elsewhere, and generally the views of other practitioners as to it. LEX.

5th November.

[We shall be glad if readers will respond to our correspondent's invitation. We may add that we have, within the last year or two, seen provisions of the kind he mentions in conditions of sale of property in two of the Midland counties.—ED. *S. J.*]

STAMP ON TRANSFER OF MORTGAGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In Mr. Griffiths' "Digest of the Stamp Duties" it is said that when an arrear of interest on a mortgage is, with the amount of the principal due, transferred, the transferee must pay duty on the interest as well as on the principal. This is, I submit, a mistaken view.

My firm has recently had an objection taken that two deeds of transfer of mortgage appearing on an abstract of title—one mentioning a specific amount of interest, and the other reciting that some interest was due, the same not, however, being actually payable, as the due date had not arrived—were insufficiently stamped, as neither covered the interest, and it was stated, by the gentleman making the requisition, on counsel's advice, that he had on several occasions taken the objection with success, and that in one case the vendor's solicitors had had the matter adjudicated, when the stamp authorities ruled that a stamp covering the interest was requisite.

The question turns on the meaning of the words "of the *amount* transferred, assigned, or disponed" in the schedule to the Stamp Act of 1870. Section 105 defines the term "mortgage" as follows:—"The term 'mortgage' means a security by way of mortgage for the payment of *any definite and certain sum of money advanced or lent at the time or previously due and owing* or forborne to be paid, *being payable*, or for the repayment of money to be thereafter lent, advanced, or paid, or which may become due upon an account current, together with any sum already advanced or due, or without, as the case may be," and then mentions what it includes, not referring to a transfer.

The word "amount" in the schedule, I submit, is inserted to meet the case where a portion of the capital has been paid off, otherwise the expression is elliptical - amount of what? Surely of the mortgage as defined by the statute.

The Stamp Acts previously in force never contemplated the taxing interest accruing on a bond, a covenant, a mortgage, or other security, as is evident from the reported cases thereon, amongst which I may instance the case of *Barker* v. *Smart* (7 M. & W. 50), and the subject is not to be charged with any new tax without clear words.

Then, again, the 109th section, although, perhaps, intended to meet the difficulties previously cured by the Act of 13 & 14 Vict. c. 97, yet shews the intention of the Legislature to put the tax upon principal only.

The purchaser's objection was kept up until the last moment, when it was waived, or the question would have been determined upon an originating summons under the Vendor and Purchaser Act.

Manchester, Nov. 1. J. H. BULLOCK.

[See observations under head of "Current Topics."—ED. *S. J.*]

SEARCHES FOR INCUMBRANCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is astonishing what sensations and excitement a perusal of your pages affords to a hard-worked solicitor kept at his office early and late, with little or no means of learning what is happening affecting his profession and clients, but of all the surprises you have occasioned me the publication of your correspondent's letter on this subject is the greatest. I am not unaccustomed to find an esteemed client's title to property in peril, or even gone, by a stroke of the pen (or perhaps for the want of one) of a parliamentary draftsman, or a decision of almost superhuman acuteness, but I was not prepared for the existence of a light-hearted practitioner who could omit what I believe to be recognized as "the usual searches."

The necessity for making these searches cannot for one moment be questioned, the difficulty is their scope and extent.

The articles you published in 1886 and 1887 on the subject should be a sufficient guide for most purposes, but there is one head I think they did not touch, and it affects almost everyday practice with me.

I refer to the searches to be made by the solicitor for a mortgagee upon a reconveyance of the mortgaged property to a mortgagor.

From the strong objection made by mortgagor's solicitors to the payment of charges for such searches, I can only imagine they are not usually made. But fancy the consequences, if omitted, if the mortgagor had been adjudicated bankrupt and the equity of redemption vested in his trustee in bankruptcy. Or suppose the equity to have been dealt with or affected, and the transaction registered at the Land Registry?

Other suggestions might be made, but I have probably given the two most important illustrations where a reconveying mortgagee might, in the absence of searches, be involved in the consequences of having reconveyed to the wrong person.

They say extremes meet, so your correspondent may perhaps be able to demolish my anxieties, the subject of this letter. M.

[See observations under head of "Current Topics."—ED. *S. J.*]

NEW ORDERS, &c.

THE SOLICITORS' ACT, 1888.

By virtue and in pursuance of the Solicitors' Act, 1888, I, William Baliol Baron Esher, Master of the Rolls, hereby appoint the following members of the Council of the Incorporated Law Society—viz., John Hunter, Richard Mills and Wm. Melmoth Walters in the place of E. J. Bristow, Sir Thomas Paine, and Sir Henry Watson Parker to act on the committee appointed under the 12th section of the said Act for the purpose of hearing any application to strike the name of a solicitor off the roll, or any application requiring a solicitor to answer the allegations contained in an affidavit. I declare that the committee under the said Act shall now consist of the following members of the Council of the Incorporated Law Society—viz.:—

John Hunter, 9, New-square, Lincoln's-inn, W.C.
Benjamin Greene Lake (Chairman), 10, New-square, Lincoln's-inn, W.C.
Henry Markby, 57, Coleman-street, E.C.
Richard Mills, 1, Gray's-inn-square, W.C.
Cornelius Thomas Saunders, Birmingham.
Wm. Melmoth Walters, 9, New-square, Lincoln's-inn, W.C.
Wm. Williams, 32, Lincoln's-inn-fields, W.C.

And I hereby appoint them accordingly.

Dated this 5th day of November, 1889.

(Signed) ESHER, M.R.

CASES OF THE WEEK.

Court of Appeal.

PHILLIPS AND ANOTHER *v.* LEES—No. 1, 31st October.

LANDLORD AND TENANT—DISTRESS FOR RENT—PERCENTAGE FEE FOR "LEVYING DISTRESS"—RIGHT OF BAILIFF—AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883 (46 & 47 VICT. c. 61), s. 49; 2ND SCHEDULE.

Appeal from the judgment of the Queen's Bench Division on a special case. The plaintiffs, who were the owners of a farm, authorized the defendant, a certificated bailiff under the Agricultural Holdings (England) Act, 1883, to distrain upon the farm for £300 arrears of rent. The defendant levied a distress, and the tenant paid him the amount of the rent due and £7 10s., being two and a half per cent upon the rent due, as well as £1 1s. for levy, being the charges authorized by the 2nd schedule to the Act. The plaintiffs claimed the £7 10s. The Divisional Court considered themselves bound by the decision in *Coode* v. *Johns* (35 W. R. 47, 17 Q. B. D. 714), and gave judgment for the plaintiffs. The defendant appealed. Section 49 of the Act provides that "no person whatsoever making any distress for rent," when the sum due shall exceed £20, shall be entitled to any other costs and charges of the distress than such as are set forth in the 2nd schedule. The 2nd schedule provides (*inter alia*) for "levying distress . . . three per cent. on any sum exceeding £50"; and "to bailiff for levy, £1 1s." (The Law of Distress Amendment Act, 1888, was not applicable to this case, as the action was commenced before that Act came into operation.)

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) allowed the appeal. They said that under the former law the bailiff was entitled to "reasonable charges" where the rent distrained for exceeded £20, and these reasonable charges came to be fixed by custom at 1s. in the £. The Act of 1883 was passed for the protection of tenants against extortion. It was not intended to alter the law as to the person entitled to receive the charges. Under that Act the charges, instead of being 1s. in the £, were cut down to two and a half or three per cent., as the case might be, upon the rent distrained for, and one guinea for levy. Both these sums went to the bailiff, and the landlord only received his rent as before the Act. The fact that the guinea was expressly stated in the schedule as belonging to the bailiff was not sufficient to shew that the percentage fee did not go to him also. These two fees were merely in substitution for the former 1s. in the £. The decision in *Coode* v. *Johns* was, therefore, wrong, and they would not follow it.—COUNSEL, *Gore; Bowen Rowlands*, Q.C., and *Foots*. SOLICITORS, *Peacock & Goddard; Prior, Church, & Adams*, for *J. Price*, Haverfordwest.

HOLTBY *v.* HODGSON; BATESON, Garnishee—No. 1, 6th November.

MARRIED WOMAN—"JUDGMENT DEBT"—GARNISHEE ORDER—R. S. C., XLV., 1; XLI., 3—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1.

The plaintiff, in 1887, recovered judgment by default against the defendant, a married woman, the judgment being in the form set out in *Scott* v. *Morley* (20 Q. B. D. 120), which limited the execution to her separate estate not subject to restraint against anticipation. This judgment remained unsatisfied. In July, 1889, the defendant obtained a verdict for £150 against the garnishee for malicious prosecution. Judgment was given for this amount, but was not entered up until October. In July, upon the application of the plaintiff, the master made an order attaching this £150 to answer his judgment debt. Upon appeal, the judge referred the matter to the court. The court (Mathew and Cave, JJ.) affirmed the order. The defendant appealed.

THE COURT dismissed the appeal. Lord ESHER, M.R., said that the first point taken was that the plaintiff had not obtained such a judgment against a married woman as came within ord. 45, r. 1, so as to entitle the plaintiff, as a judgment creditor, to a garnishee order, the ground being that there was no personal judgment against the married woman, but only a judgment against her separate estate. The judgment followed the writ, and was in the form set forth in *Scott* v. *Morley*. The judgment was against the married woman, but execution was only to issue against her separate property not subject to a restriction against anticipation. The married woman was to be liable on certain conditions, and those conditions were stated in the writ. The judgment by default was an admission that those conditions existed. Therefore the judgment was against her, and ord. 45, r. 1, applied. It was a judgment against a debtor who was liable on the judgment, though the judgment could only be realized in a particular way. The next point was that the defendant had not obtained a judgment so as to make her a judgment creditor, but only gave her something as her separate property under the Married Women's Property Act, 1882. In his opinion there was a judgment debt which could be attached. The last point taken was that there was no judgment for £150 at the time when the garnishee proceedings were taken. But ord. 41, r. 3, provides that judgment when entered up should date and take effect from the day when the judgment was pronounced. Therefore there was a judgment in existence when the garnishee proceedings were taken. The appeal therefore failed. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *T. Willes Chitty; Crump*, Q.C., and *Cyril Dodd*. SOLICITORS, *Emmet, Son, & Stubbs; Clinton & Buckby*.

BLAKEY *v.* LATHAM—No. 2, 6th November.

APPEAL—TIME—INTERLOCUTORY ORDER—R. S. C., LVIII., 15.

This was an appeal against the decision of Kay, J. (33 SOLICITORS' JOURNAL, 455, 41 Ch. D. 518), upon a question of set-off of costs and solicitor's lien. Upon the opening of the appeal, the preliminary objection was taken that the appeal was from an interlocutory order, and that it was too late, not having been brought within twenty-one days. The action was brought for the infringement of a patent, and at the trial by Kay, J., it was dismissed, with costs. The plaintiff appealed, and his appeal was, in February, 1889, dismissed, with costs, the defendant's costs being afterwards taxed at £271 14s. 8d. The plaintiff brought another action against the defendants for infringement of a trade-mark, and in that action Chitty, J., gave judgment for the plaintiff, with costs. In November, 1888, a motion was made by the plaintiff in the patent action, which was allowed, with costs, the costs being taxed at £48 3s. 6d. In December, 1888, a motion by the plaintiff in the trade-mark action was allowed, the costs being taxed at £54 11s. 6d. The order now appealed from declared that the plaintiff was entitled to set off the £48 3s. 6d. costs payable by the defendant to the plaintiff under the order of November, 1888, against the £271 14s. 8d., costs of the appeal payable by the plaintiff to the defendant, and also that the plaintiff was entitled to set off the £54 11s. 6d. costs payable by the defendant to the plaintiff against the same sum of £271 14s. 8d., but subject to the lien (if any) which the defendants' solicitor might have for costs in the patent action.

THE COURT (COTTON and FRY, L.JJ.) held that this was an interlocutory order, and that the appeal was brought too late. COTTON, L.J., said that in his opinion the order was interlocutory. Reliance had been placed on some expressions used by Brett, L.J., in *Standard District Co.* v. *La Grange* (3 C. P. D. 67). He there said (p. 71): "No order, judgment, or other proceeding can be final which does not at once affect the *status* of the parties for whichever side the decision may be given, so that if it is given for the plaintiff it is conclusive against the defendant, and if it is given for the defendant it is conclusive against the plaintiff." But he did not say that any judgment which was final in the matter was a final order within the meaning of the rule. In one sense every matter came to an end on judgment, but an order for the purpose of working out a judgment was interlocutory. The present order directed how the decision as to costs contained in the previous orders were to be worked out, and it

was clearly interlocutory. FRY, L.J., said that he would not give any definition of the word "interlocutory." But he was clearly of opinion that an order made for the purpose of working out the rights given by a previous judgment or order was an interlocutory order.—COUNSEL, *Fillan* and *C. E. E. Jenkins*; *Sidney Woolf*; *G. Henderson*. SOLICITORS, *A. V. Green*; *E. Salaman*; *Bell, Brodrick, & Gray*.

GILBERT *v.* BOOSEY—No. 2, 6th November.

COPYRIGHT—OPERA—RIGHT OF REPRESENTATION—ALTERED EDITION—INTERLOCUTORY INJUNCTION—3 WILL. 4, c. 15, s. 1.

This was an appeal by the plaintiff from the refusal of Denman, J., as Vacation Judge, to grant an interlocutory injunction (33 SOLICITORS' JOURNAL, 733). The plaintiff had translated and adapted from the French the libretto of an opera, and had assigned the copyright and the right of representation to the defendants. He claimed an injunction to restrain the defendants from using his name in connection with the representation at a theatre in London of any published version of the libretto other than that of which he was the author. In producing the piece the defendants had made some alterations and omissions from the plaintiff's version, and had introduced two songs of which he was not the author. The plaintiff alleged that his reputation as an author would be damaged. The defendants had advertised the piece as the English adaptation written by the plaintiff.

THE COURT (COTTON and FRY, L JJ.) affirmed the decision, holding that no case had been shewn for granting an interlocutory injunction, but deciding nothing as to the plaintiff's legal right. COTTON, L.J., said that he was strongly opposed to the granting of *ex parte* injunctions, except where a strong case of manifest immediate wrong was shewn. He would not now decide the question whether the plaintiff was legally entitled to prevent the defendants from introducing anything whatever into his libretto. The court was not bound to decide that question upon an interlocutory motion, when it was satisfied that there was no wrong which required the granting of an interlocutory injunction. The defendants had introduced two songs into the plaintiff's work. Evidence had been given as to the nature of one only of those songs. His lordship would not enter into the question whether the song written by the plaintiff compared favourably or unfavourably with the song actually substituted for it. If there had been anything in the song thus introduced which would cast opprobrium on the plaintiff, or in any way injure his reputation, the court might perhaps have interfered. His lordship was not satisfied that there was anything of that sort. There was no ground for interfering by interlocutory injunction. FRY, L.J., concurred.—COUNSEL, *Lockwood*, Q.C., and *Eve*; *Romer*, Q.C., and *G. Brooke Freeman*. SOLICITORS, *Bolton & Mote*; *Boulton, Sons, & Saudeman*.

Re CUNO, MANSFIELD *v.* MANSFIELD—No. 2, 1st November.

MARRIED WOMAN—CAPACITY TO MAKE WILL—TESTAMENTARY POWER OF APPOINTMENT IN EVENT OF DEATH IN HUSBAND'S LIFETIME—WILL MADE IN HUSBAND'S LIFETIME—WIFE SURVIVING—EFFECT OF WILL—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 5—WILLS ACT, ss. 8, 24.

A question arose in this case as to the effect of a will made by a married woman in her husband's lifetime, she, in the event, surviving him. A settlement, dated the 29th of December, 1863, was made prior to the marriage, by which personal property of the wife was vested in the trustees, upon trust to pay the income to her during her life, for her separate use without power of anticipation, and after her death upon certain trusts for her children and other issue. In case the wife should survive the husband, and there should be no child of the marriage who should attain a vested interest under the prior trusts, then, subject to the prior trusts, the trust fund was to be held on trust for the wife absolutely. In case the wife should die in the lifetime of the husband, and there should be no child of the marriage who should attain a vested interest, the fund was to be held on trust for such persons as the wife should, notwithstanding coverture, by will appoint, and, in default of appointment, on trust for her next of kin in the ordinary way. In 1870 a separation took place between the husband and wife. There was never any issue of the marriage. In May, 1886, the wife made a will, in which the provisions of the settlement were recited, and she thereby appointed that, in case she should die in her husband's lifetime, and there should be default of issue to take under the trusts of the settlement, the settlement trust fund should be transferred to the trustees of her will, to be held by them upon the trusts thereby declared. And the testatrix devised, bequeathed, and appointed all other the estate and effects, both real and personal, of or to which she should at her death be seised, possessed, or entitled as her separate estate, or over or in relation to which she should have any general power of appointment or disposition exercisable by will, to the trustees of her will upon certain trusts therein declared. The husband died in 1887. The wife died in September, 1888. Her will was proved in the mistaken belief that the husband was still living. The mistake was afterwards discovered, and the question was then raised, whether under the circumstances the settlement trust fund passed under the wife's will. KAY, J., held that it did not.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. They held, on the authority of *Noble* v. *Willock* (L. R. 8 Ch. 778, L. R. 7 H. L. 580), that the will did not, by virtue of the Wills Act, operate as an exercise of the power of appointment, which did not come into existence till after the death of the husband, nor pass the absolute reversionary interest of the wife, which was not separate estate, and which had not come into possession at the date of the will; and, on the authority of *Reid* v. *Reid* (30 SOLICITORS' JOURNAL, 216, 31 Ch. D. 402), section 5 of the Married Women's Property Act, 1882, did not enable the wife to dispose of her reversionary interest, inasmuch as her title to it had accrued before the commencement of the Act.—COUNSEL, *Warmington*, Q.C., and *T. Ribton*; *Fischer*, Q.C., and *Rawlinson*; *Renshaw*, Q.C., and *E. Ford*; *Solomon*; *P. S. Stokes*. SOLICITORS, *Burman & Quekett*; *Crawley, Arnold, & Co*; *Penles & Grubbe*; *Leathes & Maynard*.

[It is understood that the appeal was brought with the intention of carrying the case to the House of Lords, in the hope of obtaining a reversal of the decision of the Court of Appeal in *Reid* v. *Reid*.]

Re BOYLE, BOYLE *v.* HAYES—No. 2, 1st November.

ORIGINATING SUMMONS—JURISDICTION—ADVERSE CLAIM BY EXECUTOR—R. S. C., LV., 3.

A question arose in this case as to the jurisdiction of the court upon an originating summons under rule 3 of order 55. A testator, on the 24th of May, 1885, when he was on his death-bed, received in part payment of the purchase-money of some land which he had agreed to sell, the sum of £171. He handed the money to his wife, and she placed it in a bank in her own name. He died on the 29th of May, and by his will he appointed two persons trustees and executors thereof. He directed them to hold his estate in trust to pay the income thereof to his wife during her widowhood. The widow alleged that the testator had made an absolute gift of the £171 to her; the executors claimed the amount as part of the testator's estate. The summons was taken out by one of the executors, as plaintiff, against the other executor and the widow as defendants, and it asked for the determination (*inter alia*) of the following questions arising in the administration of the testator's estate under ord. 55, r. 3, and that relief might be given in respect thereof without an administration of the estate—viz., whether the £171 belonged to the testator and formed part of his estate at his death. On the hearing of the summons by Kekewich, J., the objection was taken, on behalf of the defendants, that there was no jurisdiction under rule 3 of order 55 to decide the above question upon an originating summons, but that the executors could only recover the money by means of an action against the widow. Kekewich, J., overruled the objection. He said that under order 55 there was jurisdiction to decide any question which could be decided in an administration action. The plaintiff, as an executor, might have asked for the administration of the estate by the court, and in that case, if an account of the personal estate had been directed, the question of the validity of the widow's claim could have been decided. The case was then heard on the merits, and Kekewich, J., decided that the widow had not made out her claim, and that the money formed part of the testator's estate.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) disagreed with the decision upon the preliminary objection. They agreed with Kekewich, J., that any question which could have been decided in an administration action could be decided upon an originating summons under order 55. But they said that the question raised in this case could not have been decided in an action to administer the testator's estate. The executors must have brought a separate action against the widow to recover the money from her. By consent the case was heard on the merits, and the court held that the widow had established her claim to the money.—COUNSEL, *Levett*; *E. S. Ford*. SOLICITORS, *Bower, Cotton, & Bower*; *Yeilding, Barlow, & Piper*.

Ex parte CAWLEY—No. 2, 2nd November.

MORTGAGOR AND MORTGAGEE—STATUTE OF LIMITATIONS—SUMMONS BY MORTGAGOR FOR ACCOUNT—ORDER FOR ACCOUNT OF MONEYS "DUE" TO MORTGAGEE.

This was an appeal from a decision of Kay, J. In 1860 land belonging to a judgment debtor was delivered, under a writ of *elegit*, to the judgment creditor. In 1867 a railway company took some of the land under their statutory powers, and paid the purchase-money into court under the Lands Clauses Consolidation Act. A summons was taken out by the judgment debtor against the creditor asking that accounts might be taken of "what (if anything) is due" to the defendant for principal and interest on the judgment debt, and of all sums received by the defendant, or which, without his wilful default, might have been received, from any interest on the fund in court, and that out of the fund in court there should be paid to the defendant so much (if anything) as should be certified "to be due to him" on taking the account, and that the residue (if any) of the fund might be paid to the applicant, and that the company might be ordered to pay costs pursuant to section 85 of the Lands Clauses Consolidation Act. On the hearing of this summons an order was made for an account "of what is due" to the creditor under and by virtue of his judgment. The rest of the summons was adjourned, with liberty to apply. On taking the account under this order the chief clerk found that there was nothing due to the creditor, the ground of the finding being, that the right of the creditor was barred by the Statute of Limitations. KAY, J., affirmed this decision. He said that the result of the evidence was that for more than twenty years before the summons was taken out, the judgment creditor had been out of possession of the land, and had asserted no act of ownership in respect of it, and that the judgment debt was barred by lapse of time before the summons was taken out.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. They said that the effect of the statute was only to bar the remedy for the debt, not to destroy the debt. The debt still remained "due," and, as the order, obtained on the application of the judgment debtor himself, directed an account of what was "due" to the judgment creditor, the debtor could not avail himself of the statute, though he might have used it as a defence to proceedings taken against him by the creditor.—COUNSEL, *Cozens-Hardy*, Q.C., and *Morshead*; *W. B. Heath* and

W. Higgins; Parker. SOLICITORS, *Arthur Hughes; Fielder & Fielder; Bircham & Co.*

High Court—Chancery Division.

ALEXANDER *v.* SIMPSON AND OTHERS—Chitty, J., 1st November.

COMPANY—EXTRAORDINARY GENERAL MEETING—NOTICE TO SHAREHOLDERS—COMPANIES ACT, 1862, s. 51.

In this case the question arose as to the validity of a notice given by a company for an extraordinary general meeting, under section 51 of the Companies Act, 1862, for the purpose of confirming resolutions for voluntary liquidation and reconstruction. On the 3rd of July, 1889, the company sent out to the shareholders notice of an extraordinary general meeting, to be held on the 12th of July, at the time and place specified, for the purpose of passing the resolutions, and the notice concluded by stating that "should such resolutions be duly passed, the same will be submitted for confirmation as special resolutions to a subsequent extraordinary general meeting of the company, which will be held on the 29th of July, 1889, at the same time and place." By the articles of the company seven days' notice of a meeting was sufficient, and, the resolutions having been passed by a very large majority at the meeting of the 12th of July, the company, on the 15th of July, sent by post to each shareholder a copy of the *Financier* newspaper containing a full report of the proceedings at the meeting, the attention of the reader being directed by a mark placed against the report. The meeting of the 29th of July having been held confirming the resolutions, the plaintiff, a shareholder, now submitted that there was no valid notice of the meeting of the 29th of July, and moved for an *interim* injunction restraining the directors and liquidator from proceeding with the liquidation.

CHITTY, J., said that it had been argued by the defendants that in the language of the notice there was an absolute statement that "a meeting will be held" at a given time and place, but the fair meaning of the notice was that in the event of the resolutions being passed, the second meeting would be held. The notice was good as to the first meeting, but it was conditional as to the second. He unhesitatingly held that a conditional notice was not a good notice. The shareholders of a company were entitled to have definite notice, and to hold otherwise would be prejudicial to the interests of shareholders. The next point was whether the company, by sending the newspaper, had given the requisite notice. Had the company sent a notice that the resolutions had been passed at the first meeting, that might have been sufficient, if the notice had referred to the previous notice. Of course, the shareholders might have opened the newspaper and read it, but that was not enough. Moreover, the shareholder was not bound to assume the correctness of the report. To affect the shareholder the notice must emanate from the office of the company, and it was for the company to tell the shareholder that the resolutions had been passed. The plaintiff was entitled to an order on the ground of the notice being invalid. It was arranged that the matter should be mentioned again that day week, the defendants in the meanwhile undertaking in the terms of the notice of motion.—COUNSEL, *Romer*, Q.C., and *Bramwell Davis; Rigby*, Q.C., *Seward Brice*, Q.C., and *J. T. Prior*. SOLICITORS, *Snell, Son, & Greenip; Powell & Burt.*

***Re* THE BLUE RIBBON LIFE, &c., ASSURANCE CO. (LIM.)**—North, J., 26th October.

LIFE ASSURANCE COMPANY—INVESTMENT OF DEPOSIT—JURISDICTION OF COURT—LIFE ASSURANCE COMPANIES ACT, 1870, s. 3—LIFE ASSURANCE COMPANIES ACT, 1872, s. 1—BOARD OF TRADE RULES, 1872, r. 4.

A question arose in this case as to the power of the court with regard to the investment of the deposit made on behalf of a life assurance company under the provisions of the Life Assurance Companies Acts. Section 3 of the Act of 1870 provided that every company established after its passing to carry on the business of life assurance should be required to deposit the sum of £20,000 with the Accountant-General of the Court of Chancery, "to be invested by him in one of the securities usually accepted by the court for the investment of funds placed from time to time under its administration, the company electing the particular security, and receiving the income therefrom." Section 1 of the Act of 1872 provides that the deposit may be made by the subscribers of the memorandum of association of the company, in the name of the proposed company, and that the deposit upon the incorporation of the company shall be deemed to have been made by, and to be part of the assets of, the company. "The Board of Trade may from time to time make . . . rules with respect to the payment and repayment of the said deposit, the investment of or dealing with the same, &c." "Any rules made in pursuance of this section shall have effect as if they were enacted in this Act" By rule 4 of the Board of Trade Rules of 1872 "where money is so paid into the Court of Chancery, the court may, on the application of the company, ... order that the same be invested in such stocks, funds, or securities as the applicants desire and the court thinks fit." In the present case the deposit money had, under an order of the court, been invested in India Three per Cent. Stock, and the petition asked that the investment might be changed to Annuities (Class B) of the East Indian Railway Co. These annuities are paid by the Indian Government, and have a sinking fund to replace, at the expiration of the annuities, the capital of the railway company in respect of which they were created on the purchase of the railway by the Government. There was evidence that the proposed change would be to the advantage of both the policyholders and the shareholders of the company by increasing the income of the company. The Annuities Class B are, by the Act of last session (52 & 53 Vict. c. 32) relating to the investment of trust funds, authorized as an investment for such funds, but it was said to be not clear that they are included in the order of November, 1888, as to the investment of funds under the control of the court.

NORTH, J., said that he need not decide whether these annuities could now be accepted by the court as a proper investment for funds under its control. He was of opinion that rule 4 gave him power to sanction the proposed investment in such a case as the present. But evidence must be produced that the proposed change would be more beneficial than a change into some other investment which would be clearly within the order of November, 1888.—COUNSEL, *Cozens-Hardy*, Q.C., and *Wertzburg*. SOLICITORS, *Sharpe, Parker, & Co.*

CHRISTIE *v.* THE NORTHERN COUNTIES PERMANENT BENEFIT BUILDING SOCIETY—North, J., 30th October.

BUILDING SOCIETY—DISPUTE WITH RETIRING MEMBER—REFERENCE TO ARBITRATION—APPOINTMENT OF ARBITRATORS BY SOCIETY AFTER ACTION BROUGHT.

The question in this case was, whether a member of a building society, who had given notice to withdraw his shares, was bound to submit a dispute between himself and the society, as to the amount which he was entitled to receive on the withdrawal, to arbitration, in accordance with the rules of the society. The rules provided that, "every dispute between the society and any member, or person claiming by or through any member, or under the rules, on which the decision of the board shall not be deemed satisfactory, shall be settled by reference to arbitration, pursuant to the Building Societies Act, 1874. Five arbitrators shall be elected by the members at a general meeting, none of them being directly or indirectly beneficially interested in the funds of the society. In each case of dispute the names of the arbitrators shall be written on pieces of paper and placed in a box, and the three whose names are first drawn out by the complaining party shall be the arbitrators to decide the matter in dispute." In the present case the member commenced an action against the society to enforce his claim, and after the service of the writ a general meeting of the members was held, and five arbitrators were elected. Prior to this there had not been any election of arbitrators. Notice of the intention to hold the meeting was sent to the plaintiff, the rules providing that a member who had given notice to withdraw his shares should continue to be a member of the society, and to be bound by the rules, until he should have received the amount payable in respect of his shares, though he should not be entitled to vote at, or take any part in, any meeting of the society. After the election of arbitrators the society took out a summons to stay the proceedings in the action, and that the matters in dispute might be referred to arbitration, pursuant to the rules.

NORTH, J., refused the application. He said that, no arbitrator having been appointed, the plaintiff was entitled to issue his writ. After the litigation had been commenced, the society, one of the parties to it, nominated a tribunal to decide it. The tribunal contemplated by the rules was three persons selected by lot out of a standing body of arbitrators previously elected, and it was not competent to the society, after the litigation had commenced, to nominate the tribunal which was to decide it. The persons chosen as arbitrators might have been elected because they were known to have a particular opinion as to the matter in dispute. The action, having been properly commenced at the time when the writ was issued, could not be stopped by the nomination of a tribunal thus constituted.—COUNSEL, *Sir H. Davey*, Q.C., *Everitt*, Q.C., and *Farwell; Napier Higgins*, Q.C., and *Rutherford*. SOLICITORS, *Norris, Allen, & Chapman; Roweliffes, Rawle, & Co.*

***Re* BLACKBURN, SMILES *v.* BLACKBURN**—North, J., 31st October.

WILL—CODICIL—CONFIRMATION—POWER—EXERCISE.

The question in this case was, whether there had been a valid exercise by a testator of special powers of appointment contained in a settlement made upon his marriage, and in a post-nuptial settlement indorsed thereon, and this depended upon the effect of a codicil confirming his will. The ante-nuptial settlement was executed in 1853. It contained a power for the survivor of the husband and his wife by will to appoint the trust fund among the children of the marriage. On the 11th of August, 1854, the husband made his will, and thereby devised and bequeathed all the property of which he might be possessed, or over which he might have a power of disposal, at the time of his death, for the benefit of his younger children. On the 15th of August, 1854, the post-nuptial settlement was executed. It contained a power of appointment to the survivor of the husband and wife in similar terms to that contained in the original settlement. In May, 1882, the wife died. On the 10th of July, 1882, the husband made a codicil to his will, by which, after a bequest to his three daughters and a gift of the residue of his property to his younger son, he said, "in all other respects I confirm my original will in so far as it is still capable of taking effect."

NORTH, J., held that the codicil must be read as if it had repeated the words of the will, and that, so reading it, it with the will operated as a valid exercise of both the powers.—COUNSEL, *W. G. Druce; Warrington; Swinfen Eady*. SOLICITORS, *Druces & Attles; Prior W. Chandler.*

***Re* BIRD, BIRD *v.* METROPOLITAN BOARD OF WORKS**—Stirling, J., 5th November.

COSTS UNDER LANDS CLAUSES CONSOLIDATION ACT—INTEREST.

This was a summons for leave to issue execution to enforce an order for payment of costs made under section 80 of the Lands Clauses Consolidation Act, 1845. The application was opposed on the ground that the applicants were not entitled to interest from the date of the order, but

only to interest from the date of the taxing master's certificate which had been tendered. The matter was compromised, but in the course of the discussion

Stirling, J., intimated an opinion that the form of order under the Lands Clauses Consolidation Act might require reconsideration if it was an order which carried interest on costs.—Counsel, *W. H. Gover; Beale*, Q.C., and *Geare*. Solicitors, *Henry Gover & Son; R. Ward*.

FISHER *v.* SHIRLEY—Stirling, J., 30th and 31st October.

Settlement—Covenant by Husband to settle Wife's after-acquired Property—Property acquired after Wife's Death—Covenant not limited to Coverture.

In this case a question arose whether a covenant by a husband, contained in a marriage settlement, to settle the after-acquired property of his wife, who predeceased him, was to be construed generally or was to be limited to the coverture. Under a deed poll, dated in 1833, Mrs. Shirley was entitled, subject to certain successive life interests, to a share of certain funds thereby settled. On her marriage with the defendant Shirley in 1841 a marriage settlement was executed which contained a covenant by the defendant Shirley to settle any property to which Mrs. Shirley or he in her right should subsequently become entitled. Mrs. Shirley died in 1852. There were children of the marriage living. The defendant Shirley survived his wife and was still living, but had assigned his interest. The last surviving tenant for life under the deed of 1833 having recently died, and the fund having thereupon become divisible, an originating summons was taken out for the determination of the question whether Mrs. Shirley's share was bound by the covenant. On behalf of the assignee of the defendant Shirley's interest, it was contended that the covenant was to be limited to property acquired during the coverture.

Stirling, J., said that there were no words in the covenant which confined its operation to property falling in during the coverture. It was said that there was a series of cases which settled that a covenant of this nature was to be construed as if it were limited to the coverture. Those, however, were cases in which the wife was the survivor, and for the object, as stated by James, L J., in *Re Edwards* (22 W. R. 144, L. R 9 Ch. 97), of preventing the property falling under the sole control of the husband. In the present case, however, the words of the covenant were general, and could not be so limited. There would therefore be a declaration that the trustees of the deed of 1841 were entitled to Mrs. Shirley's share.—Counsel, *A. J. Spencer; Hadley; Bradley Dyne*. Solicitors, *Janson, Cobb, Pearson, & Co.*, for *Tizer, Geare, & Mathew*, Exeter; *Cole & Jackson*, for *Francis & Francis*, Cambridge; *Prior, Church, & Adams*, for *Dyne & Müller*, Bruton.

High Court—Queen's Bench Division.

MACKAY *v.* MANCHESTER PRESS CO.—31st October.

Practice—Pleading—Libel—Denial of part of Innuendo and Payment into Court—R. S. C., XXII., 1.

This was an application by the plaintiff in an action of libel that the defence might be amended. The words complained of had been published in a newspaper, and were to the effect that the plaintiff, who was a married woman and who had recently been entertaining at her house persons of high rank, had once been a washerwoman. The innuendo was as follows:—"Meaning thereby that the plaintiff was not a lady by birth or education, not accustomed to associate with persons of good position." The defendants, in their defence, said that the words did not mean that the plaintiff was not accustomed to associate with persons of good position, and further pleaded apology before action under Lord Campbell's Act, and paid £10 into court. The plaintiff made an application at chambers, complaining that the defence was a violation of ord. 22, r. 1, and asking that an order might be made to strike out either the denial of the innuendo or the plea of payment into court. The master refused to make an order, but, on appeal, A. L. Smith, J., made an order directing that the defendants should amend their defence by limiting the plea of payment into court to that part of the cause of action which was admitted—viz., the libel with the innuendo which was not denied—or else that the defence should be struck out. The defendants appealed to the Divisional Court. It was argued on their behalf that A. L. Smith, J., had treated the case as if there were two libels, and consequently a double cause of action, whereas in fact there was only one libel, and they had paid money into court in respect of that libel. The innuendo was not itself a part of the cause of action, but only an explanation of it. And there was nothing in the rules which required that a defendant, in paying money into court, should specify the particular meaning of the libel in respect of which the money was so paid in.

The Court (Huddleston, B., and Stephen, J.) were of opinion that the order of A. L. Smith, J., was right. The defendants, in substance, said this:—We did mean that the plaintiff was not a lady by birth and education, but we did not mean that she was not accustomed to associate with persons in good position, and we bring £10 into court. But in respect of what did they bring £10 into court? They did not say in respect of which interpretation. They ought to have stated clearly in their defence that it was in respect of the meaning that she was not a lady by birth and education. The appeal must be dismissed.—Counsel, *Arbuthnot; F. Marshall*. Solicitors, *Johnson, Budd, & Johnson; Chester & Co.*

LANG *v.* WHITECROSS CO.—31st October.

Patent—Amendment of Specification during Action—Summons for Liberty to apply for Leave to Amend—Terms on which Liberty may be Granted—Patents, Designs, and Trade-Marks Act, 1883, s. 19.

This was an appeal from an order made by Wills, J., imposing terms on the plaintiff in a patent action as a condition to his having leave to amend his specification. The writ was issued on the 17th of September, 1888, the patent being for an invention in connection with the making of ropes. On the 3rd of November the plaintiff delivered a statement of claim and particulars of breach. On the 31st of January, 1889, the defendants delivered a defence and particulars of objections. In April the plaintiff took out a summons, under section 19 of the Patents, Designs, and Trade-Marks Act, 1883, asking that he might be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer. On the 16th of July Wills, J., made an order that the plaintiff be at liberty to apply for leave to amend his specification, and that the amended specification, if allowed, be admitted in evidence at the trial, on condition that no damages be recovered or injunction granted in respect of any infringement prior to the disclaimer, and on condition that the plaintiff pay all the costs of the action up to the date of the disclaimer. The plaintiff appealed against that part of the order which imposed these terms upon him. Section 19 of the Patents, Designs, and Trade-Marks Act, 1883, is as follows:—"In an action for infringement of a patent, and in a proceeding for revocation of a patent, the court or a judge may at any time order that the patentee shall, subject to such terms as to costs and otherwise as the court or a judge may impose, be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer, and may direct that in the meantime the trial or hearing of the action shall be postponed." It was argued, on the part of the plaintiff, that there was no power in the judge at chambers to decide at that preliminary stage of the proceedings what damages might or might not be given on the amended specification. This was clear from section 20, which said that where an amendment was made no damages should be given in any action in respect of the use of the invention before the disclaimer, "unless the patentee establishes, to the satisfaction of the court, that his original claim was framed in good faith and with reasonable skill and knowledge." This must refer to the tribunal before which the trial of the action took place, and which tribunal alone had materials for coming to a decision on the matter. Next, the effect of the Act of 1883 was that, whereas before the Act a plaintiff in a patent action could not disclaim after action brought, he might now be allowed to put an amended specification in evidence in an action already commenced; he was no longer to be obliged to begin *de novo*. The Legislature obviously intended to confer on the patentee some benefit in the action which he was bringing. If it were made a condition to a patentee's being allowed to amend that he should not recover any damages or obtain an injunction in the existing action in respect of anything done before disclaimer, the benefit which it was intended to confer would be taken away.

The Court (Huddleston, B., and Stephen, J.) dismissed the appeal. They thought that section 19 of the Act of 1883 gave the judge at chambers the widest possible powers of exercising his discretion, and that the order made by Wills, J., was reasonable and just.—Counsel, *A. J. Walter; Macrory*. Solicitors, *Walker, Son, & Field; Vincent & Vincent*, for *North & Sons*, Leeds.

Solicitors' Cases.

Ex parte BOARD OF TRADE, *Re* WEYMAN—Cave, J., 1st November.

Costs of Solicitor—Trustee in Bankruptcy—Remuneration—Right to Charge for Professional Services—Bankruptcy Act, 1883, ss. 72, 73—Bankruptcy Rules, 1886, rr. 305, 306.

This case raised a question of importance to solicitors appointed to act as trustees in bankruptcy. The question arose on an application by the Board of Trade for a review of taxation of the costs of Mr. William Peed, a solicitor carrying on business at Cambridge, on the ground that such costs ought not to have been allowed. On June 1, 1888, Mr. Peed was duly appointed trustee of the estate of the bankrupt Weyman at a remuneration to be fixed by the committee of inspection, and on August 24, 1888, a meeting of the committee was held, at which it was resolved that the remuneration of the trustee should be "his proper professional charges as a solicitor for attendance and work done and expenses incurred by him in or about the proceedings in the bankruptcy." Under this resolution the trustee did the legal work arising in connection with the estate, and carried in a bill of costs therefor. Objection was taken before the registrar by the official receiver that the resolution was *ultra vires*, but the charges were nevertheless allowed. It was also held by the taxing master on review that the resolution was valid, but the question was referred to Cave, J., as the judge in bankruptcy, for his decision, it being contended by the Board of Trade that, having regard to the provisions of the Bankruptcy Act and Rules, the resolution which the committee of inspection had attempted to pass dealing with the remuneration of the trustee was bad in law and inoperative, and that the trustee, being a solicitor, could not charge the estate for business done in that character in the bankruptcy, a trustee who is a solicitor not being entitled to charge the trust estate with costs for professional services.

Cave, J., allowed the objection. His lordship said that the committee of inspection had clearly done what they had no power to do. Section 72 of the Bankruptcy Act, 1883, was very plain, and it provided that where the creditors appointed a trustee, his remuneration should be fixed by an ordinary resolution of the creditors, or if the creditors so resolved, by the committee of inspection, and should be in the nature of a commission or

percentage, of which one part should be payable on the amount realized, and the other part on the amount distributed in dividend. Then all that section 73 said was that "where the trustee is a solicitor he may contract that the remuneration for his services as trustee shall include all professional services." The result of that would be that the remuneration would be higher than that of an ordinary trustee, but still it must be in the nature of commission or percentage by virtue of section 72. The result was that the resolution in this case was worthless, and that no remuneration had been voted to the trustee at all. The proper course for him to take, therefore, was to send in his bill for taxation under sub-section (4) of section 72, which provided that where no remuneration had been voted to a trustee he should be allowed out of the bankrupt's estate such proper costs and expenses incurred by him in or about the proceedings of the bankruptcy as the taxing officer might allow.—Counsel, *Muir Mackenzie; Tindal Atkinson.* Solicitors, *The Solicitor to the Board of Trade; W. Peed.*

CHAMBERLAIN *v.* STONEHAM—Q. B. Div., 4th November.

Witness in Bankruptcy—Expenses—Loss of Time—Solicitor.

This was an appeal by the plaintiff from a decision of the judge of the Shoreditch County Court, dismissing the action, with costs. The plaintiff was a solicitor, and had attended in the county court on the summons of the official receiver to give evidence in certain bankruptcy proceedings as to alleged dealings of the bankrupt with his property. This action was brought against the official receiver to recover the plaintiff's costs and allowances for his attendance as a witness, including an allowance for loss of time. The county court judge held, on the authority of *Collins* v. *Godefroy* (1 B. & Ad. 950), that he was not entitled to recover, and dismissed the action. It was argued on behalf of the plaintiff that when *Collins* v. *Godefroy* was decided there was no scale. Since the Common Law Procedure Act, 1854, the practice had been to allow for loss of time. The Bankruptcy Rules, 1883, r. 56, and the County Court Rules, 1889, ord. 50, r. 16, were referred to. The defendant's contention was that the plaintiff ought to have appealed to the county court judge or refused to be sworn. Though there was no scale in existence at the date of *Collins* v. *Godefroy*, there was an established practice—viz., that a solicitor is only entitled to recover out-of-pocket expenses.

Huddleston, B.—The only difficulty in this case arises from the decision in *Collins* v. *Godefroy*. Here the plaintiff says, "I am entitled by statute to my costs and allowances—that is, under the Bankruptcy Rules, 1883, and the County Court Rules, 1889." Under these rules he is entitled to recover the proper amount for his loss of time, and but for *Collins* v. *Godefroy* this would be quite clear. In that case, however, there was no suggestion that the plaintiff could be entitled unless on the ground of usage, and he was unable to prove usage. Lord Tenterden held that, although there was a promise to pay, there was no consideration to support it, it being the plaintiff's duty to attend and give evidence. This case is very different. The plaintiff's case is based on the rules. In *Re Working Men's Mutual Society* (30 W. R. 938, 21 Ch. D. 831) *Collins* v. *Godefroy* was cited and not acted upon, and we cannot act on it here. In my opinion the county court judge was wrong, and the case must go back to him to say how much the plaintiff is entitled to. Stephen, J.—I am of the same opinion. There is no real connection between *Collins* v. *Godefroy* and this case, because now the plaintiff's right depends upon statutory authority.—Counsel, *R. S. Wright; Mattinson.* Solicitors, *V. I. Chamberlain; E. Todd.*

MUNTON *v.* LORD TRURO—Pollock, B., 31st October.

Middlesex Registry—Registration of Memorial of Deed—Oath taken before London Commissioner appointed under Judicature Act—Oath instead of Affidavit—Description of Deponent—Middlesex Registration Act (7 Anne c. 20), ss. 5, 6—16 & 17 Vict. c. 78, ss. 1, 2—Judicature Act, 1873, ss. 77, 82, 84.

These were two actions against the registrar of the Middlesex Registry for a *mandamus* to compel the registration of memorials of two deeds tendered for registration by the plaintiff. In both cases the registration had been refused by the registrar. The first deed was a reconveyance of mortgaged property on the payment off of the mortgage debt, the plaintiff, as one of several joint mortgagees, being one of the grantors in the deed. It will be remembered that in the former action—*Reg. (on the relation of Munton)* v. *Lord Truro* (32 Solicitors' Journal, 593, 36 W. R. 775, 21 Q. B. D. 555)—the Court of Appeal decided that the signing and sealing of a memorial of a deed and the execution of a deed need not be proved before the registrar, but proved before a London commissioner to administer oaths in chancery appointed under the Act of 1853 (16 & 17 Vict. c. 78), leaving undecided the question whether the proof could be made before a commissioner appointed under the Judicature Act, 1873. In the present case the proof was made before a commissioner appointed under the Judicature Act, and on this ground the registrar declined to register the memorial. The first action was then brought to compel the registration. The defendant, in addition to the defence that the commissioner was not competent to act, raised the defences that a grantor had no "personal interest" in registering a memorial, and also that the proof of the memorial should have been made by affidavit of the deponent, and not, as was actually the case, by an oath administered *viva voce* by the commissioner, whose certificate was indorsed on the memorial. The second action related to a new mortgage to the plaintiff alone, he having advanced money of his own. He advanced this money before the reconveyance, upon an arrangement that a new mortgage should be made to him after the execution of the reconveyance. He, as grantee, tendered a memorial of the new mortgage for registration, this memorial also being proved in the same way before a commissioner appointed under the Judicature Act. The registration being refused, the second action was brought for a *mandamus*. In this case similar defences were raised. The point was also taken that the description of the deponent in the memorial as clerk to the plaintiff's firm was not a sufficient statement of his abode or "addition" within the meaning of section 6 of the Act of Anne. The actions were tried before Pollock, B., the second action being tried first. All the defences were overruled. The point as to the discretion of the deponent was overruledon the authority of *Ex parte Breull* (16 Ch. D. 484), *Attenborough* v. *Thompson* (2 H. & N. 559), and *Blackwell* v. *England* (8 E. & B. 541), a precisely similar point having been decided in the latter two cases upon the Bills of Sale Act, 1854.

Pollock, B., said that by section 77 of the Judicature Act, 1873, commissioners to take oaths, attached to any court whose jurisdiction was transferred to the High Court or the Court of Appeal, were attached to the Supreme Court, and by section 82 every person who at the commencement of the Act was authorized to administer oaths in any of the courts whose jurisdiction was transferred was to be a commissioner to administer oaths in all causes and matters from time to time depending in the High Court or the Court of Appeal. And section 84 provided that, subject to the provisions as to existing officers of the courts whose jurisdiction was transferred, all commissioners to take oaths or affidavits in the Supreme Court should be appointed by the Lord Chancellor. If the result of that section was that a commissioner appointed under it was only an officer of the Supseme Court, and could discharge no other functions than would be assigned to such an officer, the appointment would not carry with it the power to make the certificate in the present case. It had been urged with some force that, if the Legislature had foreseen this difficulty, they would then have made the provision which they had since made for the future by the Act of 1889 (52 & 53 Vict. c. 10, s 1, which comes into operation on the 1st of January next), that all such officers should possess the powers then possessed by officers of the court, including that of being commissioners to take oaths or affidavits in matters relating to the Supreme Court, as well as other rights and duties conferred upon them for other purposes or by other statutes. This, no doubt, would have made the matter clear. But the Act of 1853 abolished, by section 1, the title of master extraordinary in chancery, and provided that the persons so styled, and all persons afterwards appointed by the Lord Chancellor to execute like duties in England, should be designated "commissioners to administer oaths in chancery in England," and should possess and exercise all such powers and discharge all such duties as then appertained to the office of master extraordinary by virtue of any statute, or order, or usage. And section 2 enabled the Lord Chancellor to appoint any practising solicitor within ten miles from Lincoln's-inn Hall to administer oaths, &c, and "to possess all such other powers and discharge all such other duties as aforesaid," such persons to be styled "London commissioners to administer oaths in chancery." The commissioner in the present case was appointed a commissioner to administer oaths in the Supreme Court of Judicature in England, and the appointment was made by the Lord Chancellor, not merely under the Judicature Act, but "under all other powers enabling me in this behalf." The name of the office was, therefore, in accordance with section 1 of the Act of 1853, and it was clear that this commissioner was appointed to perform duties similar to those which were performed by masters extraordinary in chancery. Giving a reasonable construction to the Act and to the appointment made by the Lord Chancellor, his lordship thought that the appointment to administer oaths carried with it all the duties which, under the enactments then in force, belonged to the office, including those conferred on him by the Act of 1853. In the present case the master extraordinary did not act as *persona designata* in taking the deposition; it was part of the functions of his office, which were transferred to the commissioner to administer oaths. This point would cease to be of importance as soon as the Act of 1889 came into operation. The other point was more important, because it would guide the practice of the Registry Office for the future. Section 5 of the Act of Anne provided that the witness should, "upon his oath before one of the said registrars or masters, or before a master in chancery ordinary or extraordinary, prove" the signing and sealing of the memorial, and the execution of the deed mentioned in the memorial. It was said that that meant that the proof must be made by affidavit. Probably, if the rolls were searched for the last hundred years, it would be found that it had been usual to make the proof by affidavit. But that was not sufficient to support the objection. The defendant must prove that the thing had never been done without an affidavit, and that it would be wrong to do it in that way. In his lordship's opinion it was sufficient if the master extraordinary or commissioner put the book into the deponent's hand and administered the oath to him. His lordship thought that the court had no right to cut down the words of the Act, that the witness "shall upon his oath before a master, &c, prove" the signing and sealing of the memorial, &c. It was said that a written affidavit might be more convenient when the memorial came to the office for registration. In some senses that might be so. But if there was the certificate required by the Act, that the witness had taken the oath, the authority given by the Act ought not to be limited or the words extended to meet any supposed convenience or practice of the registry office.

The first action was then tried, with the same result, the defence of want of interest being overruled, on the ground that the plaintiff, by reason of his having made an advance of money, was interested in having the reconveyance registered.—Counsel, *Finlay*, Q.C., and *W. Murray; Channell*, Q.C., and *A. Wedderburn.* Solicitors, *Munton & Morris; Wainwright & Baillie.*

Bankruptcy Cases.

Ex parte **COLLINS**, *Re* **YARROW**—Cave, J., 30th October.

BILL OF SALE—HIRING AGREEMENT—REGISTRATION—BILLS OF SALE ACT, 1878, s. 4—BILLS OF SALE ACT, 1882, s. 8.

An important question was raised in this case under the Bills of Sale Acts consequent upon the application of the trustee in the bankruptcy for an order declaring that a certain receipt and hiring agreement made between the banker and William Weymouth, a solicitor, was void for want of registration, and that the property therein mentioned formed part of the bankrupt's estate. In 1887 a dissolution of partnership was agreed upon between the bankrupt and one J. F. Weymouth, who had previously carried on business together as saw mill proprietors, and, in order to provide the sum of £350 required to pay out the retiring partner, the bankrupt applied to William Weymouth, his partner's brother, who was a solicitor, to advance him £650. It being desired by the parties to avoid the necessity of a bill of sale, an agreement was come to between the bankrupt and Mr. Weymouth, by which the bankrupt sold to Mr Weymouth certain of his machinery in consideration of £650. The machinery was to remain in the possession of the bankrupt upon certain terms, and the £650 was to be repaid by instalments extending over ten years A receipt was given by the bankrupt for the £650, which was specified to be in full payment for the engine, boiler, and machinery agreed to be sold at that price on the termination of the partnership, and a hire-purchase agreement was drawn up purporting to be made between W. Weymouth, called the "owner," and the bankrupt, called the "hirer," whereby the said machinery was let to the bankrupt upon the terms and conditions therein specified. Neither the receipt nor the agreement were registered under the Bills of Sale Acts. On the 20th of December, 1888, the bankrupt filed his own petition, and, the machinery having been subsequently sold, the trustee claimed the proceeds, which had been paid into a joint account.

CAVE, J. refused the application of the trustee. His lordship said that the question to be decided was one of a class which was always most difficult to deal with. There was no darker page in the annals of English jurisprudence than the law of bills of sale. Although it was a recent enactment it was most illogical, uncertain, and full of doubt and difficulty. The particular question to be decided in the present case was a good example of those doubts and difficulties. The first matter to be determined was whether there was a loan or whether there was a sale followed by a hire and purchase agreement. In order to determine that question it was necessary to see in what sense the question was put. If it were asked in what form the transaction was, the answer was that in form it was a sale followed by a letting on hire. If it were asked what it was in substance, or, in other words, what was the result which the parties intended to arrive at, the answer was, the same result as would have been arrived at by a loan and a mortgage of property. What was the right answer to give? In the present case it was impossible to say with any degree of certainty, because the courts, and especially the Court of Appeal, had decided the question in two different ways. In the *Yorkshire Railway Wagon Co.* v. *Maclure* (21 Ch. D. 309) they seemed to have had regard to the form in the sense which had been attached to it above and not to the substance in the meaning which had been so attached to it. In the *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *North Central Wagon Co.* (37 W. R. 305, 13 App. Cas. 554), some members of the House of Lords expressed a similar opinion. That case went upon the ground that the Blacker Co. had nothing to part with; they had an interest in a hire and purchase agreement, but they had forfeited it, although the owners did not choose to enforce it. Still the fact could not be disguised that Lord Macnaghten was reported to have said that the result would be the same if the Blacker Co. had been the owners of the wagons. The same view was taken by Kay, J., in *Redhead* v. *Westwood* (59 L. T. 293); while the other opinion was held by Mathew, J., in *Gapp* v. *Bond* (19 Q. B. D. 200, which was supported by two of the Lords Justices in the Court of Appeal. Another question which arose was whether, assuming the transaction was a transaction in the nature of a mortgage, there was any document which required to be registered as a bill of sale, and there again the highest authorities were at issue. In *North Central Wagon Co* v. *Manchester, Sheffield, and Lincolnshire Railway Co* (35 W. R. 443, 35 Ch. D. 191) Cotton, L.J., said that a purchase and hire agreement itself could, under no circumstances, require to be registered as a bill of sale given by the hirer, and that view was adopted by Kay, J., in *Redhead* v. *Westwood* (59 L. T. 293.) On the other hand, in *Gapp* v. *Bond* the opposite view appeared to have commended itself. Lord Esher, M.R., did not say so in so many words, but it was difficult to support his judgment on any other footing, and, according to the shorthand writers' notes, Fry, L.J., actually did say so. There were thus directly opposite views of judges of the Court of Appeal on a point of law, and it was very difficult to reconcile these conflicting decisions. Having regard to the weight of authority it appeared the wiser course to adopt the view put forward by Lord Macnaghten and the Lords Justices in the *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *North Central Wagon Co.*, which was subsequent to *Gapp* v. *Bond*, and had been treated as the ruling authority by Kay, J., in *Redhead* v. *Westwood*. In that view there were not in the present case any documents which required registration, and the respondent was entitled to the amount paid into court. At the same time a definite decision on the question by the Court of Appeal was much needed in order to afford some better guidance than at present existed in deciding cases of a like nature.—COUNSEL, *Herbert Reed*; *H. Greenwood*. SOLICITORS, *Goldberg & Langdon*; *W. T. Weymouth*.

LAW STUDENTS' JOURNAL.

THE SOLICITORS' FINAL EXAMINATION.

For once the Final papers may be described as easy, if not easier than those set at the Bar Examination. Such questions as "What is an escrow?" "What is an Estate Tail? and in what manner may it be converted into an estate in fee simple?" "What is a tenancy by the curtesy of England?" &c., savour rather of the Intermediate, and when such questions are mingled with points taken from the Statutes of 1889, the paper cannot be called hard. Students are always shrewd enough to read some analysis of the recent Statutes, and can by this means make a pretty good show, although lamentably deficient in the principles of the subject. The Equity paper was somewhat harder, with two or three practice questions. Doubtlessly many candidates would not attempt the two questions dealing with the third party procedure, though fairly conversant therewith, thinking that it had some dreadful peculiarities in the Chancery Division with which they were not familiar.

[As the examination commenced on Tuesday, we have not had time to thoroughly examine the remaining papers, which look fairly easy.]

THE MICHAELMAS BAR EXAMINATIONS.

The Bar Examination was harder than usual. The Real and Personal Property paper was probably the easiest of the three set, of which Questions 1 and 9 might be called hard, while those hinging on the Conveyancing Act, 1881, were not easy. The Common Law paper only contained one question dealing purely with practice, and a similar allowance on the law of torts, while contracts were fully represented by no less than six questions. Question 2, involving a knowledge of the interesting case of *Darley Main Colliery Co.* v. *Mitchell*, would doubtless trap a good many who, being unfamiliar with the exact case, tried to argue it out on general principles. In Equity the first four questions on Trusts were the hardest part of this paper; in fact, the second and third questions would appear more appropriately in a paper entitled Administration of Assets. The Partnership and Specific Performance branches call for no particular comment; but, perhaps, if Question 6 deals generally with the liability of one partner for the defaults of another partner, it is rather absurd to put out in Question 7 the facts in *Cleather* v. *Twisden*, and ask if the other partner would be liable.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—November 5—Mr. ERNEST TODD in the chair.—The debate, "That this society disapproves of the action of the Licensing Committee of the London County Council," was opened by Mr. F. Bodelly in the affirmative. He was supported by Messrs. H. A. Roberts, Todd, Harvie, Watson, and Forbes, and opposed by Messrs. J. F. Torr (member of the Licensing Commitee of the London County Council), Cuthbert, Carter, F. B. Fuller, McNab, and Herbert Smith. Mr. Bodelly replied, and on a division the motion was carried. There were forty-one members and visitors present.

THE UNITED LAW SOCIETY.—October 21.—The committee for the ensuing year was elected—namely, Messrs. Common (chairman), C. W. Williams, Sherrington, Edmonds, Marcus, Gilbert, le Maistre, Hilliman, Preston, Voules, and J. L. V. S. Williams.

October 28.—A lively discussion took place on a motion introduced by Mr. LAZARUS for the creation of a court of criminal appeal, which Mr. Yates vigorously supported and Messrs. Common and C. W. Williams strongly opposed, and which was eventually lost by nine to five.

November 5.—The treasurer's report was considered, and a smoking concert resolved upon.

COUNCIL OF LEGAL EDUCATION.

As a result of the Michaelmas Examination, the Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—William Ryland Dent Adkins, Inner Temple; Robert Armitage, Inner Temple; Clement Meacher Bailhache, Middle Temple; Alexander Edward Barker, Middle Temple; Alexander Willis Bassett, Inner Temple; Arthur de Mornay Bidoulac, Middle Temple; Thomas Borrowdale, Lincoln's-inn; Ernest George Haygarth Brown, Inner Temple; William Carnelley, Inner Temple; Lala Nihal Chand, Middle Temple; Herman Joseph Cohen, Inner Temple; Stanley Fisher, Inner Temple; Edward Roney Forshaw, Lincoln's-inn; Henry Peter Ganteaume, Middle Temple; Ernest Gardner, Lincoln's-inn; James William Sleigh Godding, Inner Temple; Edward Philip Godfrey Godfrey-Faussett, Inner Temple; Herbert Welch Halton, Middle Temple; Edwin Leach Hartley, Inner Temple; George Harwood, Lincoln's-inn; Rowland Ellis Hodgson, Lincoln's-inn; George Wreford Hudson, Middle Temple; Richard Somers Travers Christmas Humphreys, Inner Temple; Edward Mackenzie Jackson, Lincoln's-inn; Griffith Jones, Middle Temple; John Walter Sellers Kay, Middle Temple; James Kelleher, Inner Temple; Sydney Whittell Knox, Inner Temple;

Pestonji Sorabji Kotval, Inner Temple; Tsong Yaou Lo, Middle Temple; John Edwin Marshall, Middle Temple; John Layton Mills, Inner Temple; Robert James Alexander Morrison, Inner Temple; Hara Lal Mukerjea, Middle Temple; Francis George Newbolt, Inner Temple; Thomas Nickels, Middle Temple; Henry Ward Oliver, Lincoln's-inn; William Hamilton Ritchie, Inner Temple; Jean Edmond Rouillard, Middle Temple; Ernest Brown Bowen Rowlands, Gray's-inn; Montagu Sharpe, Gray's-inn; William Hugh Stevenson, Inner Temple; Thomas Lane Thorne, Inner Temple; Charles Dennett Turton, Middle Temple; Beverley Robinson Vachell, Middle Temple; Reginald Robert Sadler Waraker, Inner Temple; Alfred Henry Wildy, Middle Temple; and John Yates, Lincoln's-inn.

The following students passed a satisfactory examination in Roman Law:—William Gilbert a'Beckett, Inner Temple; Henry Dyke Acland, Inner Temple; Edward Hall Alderson, Inner Temple; Percy Edward Baldwin, Middle Temple; William Freshfield Burnett, Lincoln's Inn; Francis Russell Burrow, Inner Temple; Arthur Beresford Cane, Inner Temple; the Hon. Edward Evan Charteris, Inner Temple; Thomas Bailey Clegg, Gray's Inn; Daniel Henry Conner, Inner Temple; Thomas Cutter, Gray's Inn; Anthony Gordon Damian, Gray's Inn; Francis Thomas Dove, Lincoln's Inn; Thomas Percy Draper, Inner Temple; William Durie, Gray's Inn; Frederick Mitchell Elliott, Lincoln's Inn; Walter Angus Ellis, Inner Temple; Francis Henry Fearon, Middle Temple; John Foster Vesey Fitzgerald, Middle Temple; James Woulfe Flanagan, Middle Temple; Kaikhosro Edaljee Ghamat, Middle Temple; Arthur Harington Graham, Middle Temple; Charles Edward Grey, Lincoln's Inn; Shaik Mashaful Hag, Middle Temple; Alfred Hardie, Inner Temple; George Robert Harris, Inner Temple; Henry D'Arcy Hart, Lincoln's Inn; Arthur Emil Hayton, Inner Temple; Leonard James, Inner Temple; Alexander Leeper, Middle Temple; Tennant Macfarlane, Middle Temple; James Ritchie Macoun, Middle Temple; Arthur William Marchmont, Lincoln's-inn; Harry Edward Melvill, Inner Temple; Jagdio Sankar Misra, Middle Temple; Raj Narayan, Middle Temple; Arthur Edward Nathan, Lincoln's-inn; Oswald Norman, Lincoln's-inn; Albert Parsons, Middle Temple; Jehangir Peerozshaw, Inner Temple; Arthur Gaved Phillips, Middle Temple; Hugh Wastel Postelthwaite, Inner Temple; Alfred Radford, Middle Temple; Henry Walter Reece, Middle Temple; Arthur Robinson, Middle Temple; Augustus Jackson Shears, Middle Temple; James Smith, Inner Temple; Thomas Sowler, Inner Temple; Henry Theodore Dempster Sweet, Lincoln's-inn; Herbert Sandford Thorne, Middle Temple; Walter Solomon Webber, Middle Temple; James Anstey Wild, Gray's-inn; Samuel Edgar Wills, Middle Temple; Claudius Ernest Wright, Gray's-inn; and John Alfred Wyllie, Gray's-inn.

LEGAL NEWS.

OBITUARY.

Mr. Henry Jones, solicitor, of Colchester, died on the 20th ult. Mr. Jones was the son of Captain Jesse Jones. He was admitted a solicitor in 1854, having served his articles with his father-in-law, the late Mr. Francis Gibbs Abell, with whom he was for several years in partnership. More recently he was associated with his eldest son, Mr. Henry William Jones, who was admitted a solicitor in 1874. Mr. Jones had for many years an extensive criminal, county court, and bankruptcy practice. In 1877 he was elected town clerk of Colchester, but he resigned about four years later in consequence of the reduction of his salary by a hostile majority of the town council. He was also for several years clerk to the county magistrates at Colchester, to the commissioners of taxes, and to the Lexden and Winstree Highway Board. He was for a short time Conservative registration agent for the Harwich Division of Essex, and he had also managed several borough elections for his party. He leaves three sons and five daughters.

Mr. John Richardson, solicitor (of the firm of Richardson & Byron), of Harrogate and Knaresborough, died at Harrogate on the 23rd ult. Mr. Richardson was admitted a solicitor in 1856, and he had for many years an extensive practice at Harrogate and Knaresborough, being associated in partnership with Mr. Robert Stephen Byron. Mr. Richardson was a perpetual commissioner for the West Riding of Yorkshire, and he was for many years clerk to the commissioners of taxes at Knaresborough, to the St. Mary's Burial Board, and to the trustees of Boroughbridge Turnpike Roads.

Mr. Spencer Vincent, barrister, died at 6, Hyde Park Mansions on the 3rd inst. Mr. Vincent was the third son of the Rev. Edward Vincent, Vicar of Rowde, Wiltshire. He was educated at St. Paul's School and at Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1843. He was called to the bar at the Inner Temple in Michaelmas Term, and he had for many years a good practice as a conveyancer. Mr. Vincent was well known as the careful editor of Jarman on Wills. He will be remembered as one of the earliest and most active members of the Inns of Court Rifle Volunteers, in which he held for several years the rank of captain.

APPOINTMENTS.

Mr. William John Hodges, solicitor, of Dorking and Leatherhead, has been appointed Registrar of the Dorking County Court (Circuit No. 50), in succession to the late Mr. John Hart. Mr. Hodges was admitted a solicitor in 1882.

Mr. Frank Flowerdew, solicitor, of Crewe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Arthur Shuttleworth, solicitor, of Preston, has been appointed Associate of the Northern Circuit. Mr. Shuttleworth is the son of the late Mr. John Moss Shuttleworth, solicitor, clerk of assize and associate of the Northern Circuit. He was admitted a solicitor in 1884.

Mr. George Lewis Garcia, barrister, has been appointed Examiner of Titles for the Island of Trinidad. Mr. Garcia was called to the bar at the Inner Temple in Trinity Term, 1868.

Mr. John James, solicitor, of Wirksworth, has been appointed a Perpetual Commissioner for Derbyshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Robert Eyre Fox, solicitor, of Birkenhead, has been elected Town Clerk of the Borough of Burnley. Mr. Fox was admitted a solicitor in 1883. He has been for several several years town clerk of Birkenhead and prosecuting solicitor to the corporation.

Mr. Arthur Edward Newstead, solicitor, of Otley, has been appointed a Perpetual Commissioner for the West Riding of Yorkshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Henry James Widdows, solicitor, of Manchester, Leigh, and Kenyon, has been appointed a Perpetual Commissioner for Lancashire for taking the Acknowledgments of Deeds by Married Women.

Mr James Thomas Rossiter, solicitor, of 37, Coleman-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Jesse Herbert, barrister, has been appointed Professor of Law in the University of Canton and Legal Adviser to the Viceroy of Canton. Mr. Herbert is the third son of Mr. Jesse Herbert, of Reading. He was called to the bar at the Middle Temple in Michaelmas Term, 1873, and he is a member of the Oxford Circuit.

Mr. Joseph Davies, solicitor, of Aberystwith, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the county of Cardigan.

Mr. W. T. Boydell, solicitor, of No. 1, South-square, Gray's-inn, W.C, has been appointed a Commissioner to administer Oaths in the Supreme Court of New South Wales.

GENERAL.

Messrs. Vallance & Vallance, solicitors, 20, Essex-street, Strand, and Messrs. Vallance & Co., solicitors, Lombard House, City, desire us to state that the Henry Fletcher Vallance as to whom an application was made in the Divisional Court a few days ago (*ante*, p. 12) is not related to, or in any way connected with, any member of their respective firms.

In the Lord Chief Justice's Court on Wednesday, on the list of jurors being called over, no less than seventeen failed to answer to their names, and his lordship fined them £10 each. The Lord Chief Justice added:—"I have reason to think there have been some very questionable practices going on upon the part of one of the summoning officers. A similar question arose some years ago, when my distinguished predecessor fined the officer £50, and I now give notice—I wish to state it in public—that if any officer is detected again in such practices £50 will not satisfy my sense of justice. He will have to pay a good deal more than £50."

The Judicial Committee of the Privy Council resumed their sittings on Wednesday after the Vacation. Their first cause list, says the *Times*, contains seventeen appeals for hearing. Of these eight are from Bengal, and one each from the Straits Settlements, Oude, Hongkong, New Zealand, New South Wales, Canada, Ontario, Victoria, and the North-West Provinces of India. There are also three judgments for delivery—one in the matter of the Christ's Hospital scheme of the Charity Commission and the others in Bengal appeals. There is also an application for the extension of a patent.

Mr. Justice Hawkins, in the Queen's Bench Division on Tuesday, said that he had received a letter from a gentleman who was summoned upon the jury, who had been present for some days, but whose employers required his attendance at their establishment that day. He, however, could not discharge the juror from his public duty on that ground, because it would be an injustice to other jurors who also had their private business to attend to. He thought it an unreasonable request on the part of the employers, and he also thought that the jury law might well be amended so as to exempt a great many people who were now required to serve on juries, but he must act upon the law as it was.

In a Mississippi court, says the *Central Law Journal*, a man brought an action to recover damages for the death of his dog, which the defendant had shot. A negro familiarly called Uncle Sam was put on the stand to prove the value of the deceased. Lawyer: Did you know anything about that dog, Sam? Witness: I reckon I did, I knowed him ever since he war a pup. Lawyer: Well, what kind of a dog was he? Witness: He was a big yaller dog. Lawyer (impatiently): I don't mean how did he look, but what sort of a dog was he———could he hunt?———was he a guard? Witness: He couldn't do nothin' as I knowed on, 'cept eat, and sleep, and lay roun' an' holler and make a fuss. I 'spect dat's what made 'em call him———Lawyer: Well—what did they call him? Witness: Well, sah, dey used to call 'im *Lawyah!*

The business of the City of London Court (says the *City Press*) continues to exhibit a marked increase. Comparing the figures for the first ten

months of the present year with those for the corresponding period of 1888, the ordinary plaints received have been 11 946 against 11 912, the secondary plaints 11,845 against 10,641, equity plaints six against five, and admiralty plaints 184 against 147, making in all a total of 23,961 plaints compared with 22,705. The fees received on account of these plaints represent a sum of £12,426, the total for last year being £700 less—namely, £11,700. When the figures are looked into more closely the increase in the popularity and prestige of the court becomes still more mark d. For the ten months now under review the amounts sued for on ordinary plaints made a total of £47,847 compared with £45,102, those on secondary plaints £69,158 compared with £51,041, those on equity plaints £1,414 compared with £821, and those on admiralty plaints £12 442 compared with £11,464. Altogether the amount sued for was £130 861, shewing an increase of £22,433 compared with the total for the corresponding ten months of 1888.

A point of considerable importance, says a correspondent, has arisen in connection with the Royal Courts of Justice, having reference to cases of sudden illness which are liable to occur among the large daily but floating population which enters that building. When such an emergency arises, the natural course is to summon the nearest medical man, who, for the sake of humanity, attends at once. As soon as the patient is sufficiently restored he is sent home, and if too poor to pay for a cab the superintendent of the building pays the fare. The cabman is not expected to work without pay, but the medical attendant, who is in fact summoned by an official messenger, has to go without payment. Several sudden deaths have occurred among the numerous persons who daily do business in the Royal Courts, and numberless cases of sudden and serious illness have taken place, the most recent of these latter having been that of a poor man seized with a fit in the chambers of Master Kaye. The nearest medical man being Mr. Towers Smith, of Chancery-lane, he is frequently, as he was in this case, called in when such cases arise, and it is nothing but just that provision should be made for payment of the medical man's fees for attendance in the building when the sufferer is too poor to pay them. There is at present no such appointment as medical officer to the Royal Courts of Justice, but should such a post be created, and a small salary assigned to it as a retaining fee, the benefit to the public would be more than commensurate with the limited expense thereby incurred.

The directors of the Globe Industrial and General Trust Corporation (Limited) (capital, £1,000,000 in 100,000 shares of £10 each) invite applications for a first issue of 50,000 shares of £10 each, payable: 5s. per share on application, 15s. per share on allotment. Also £250,000 five per cent. debenture stock, in sums of £100 and multiples of that sum, payable: £5 per cent. on application, £20 per cent. on allotment, £25 per cent. on the 1st of January, £25 per cent. on the 1st of February. £25 per cent. on the 1st of March, 1890. The list will open on Monday, the 11th inst., and will close on or before Wednesday, the 13th inst., at 4 p m.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Nov. 11	Mr. Carrington	Mr. Beal	Mr. Pugh
Tuesday 12	Jackson	Leach	Lavie
Wednesday 13	Carrington	Beal	Pugh
Thursday 14	Jackson	Leach	Lavie
Friday 15	Carrington	Beal	Pugh
Saturday 16	Jackson	Leach	Lavie
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Nov. 11	Mr. Pemberton	Mr. Clowes	Mr. Rolt
Tuesday 12	Ward	——	Godfrey
Wednesday 13	Pemberton	Clowes	Rolt
Thursday 14	Ward	——	Godfrey
Friday 15	Pemberton	Clowes	Rolt
Saturday 16	Ward	——	Godfrey

AUTUMNAL-WINTER ASSIZES.

SOUTH-EASTERN (Denman, J.).—Cambridge, Thursday, November 14; Bury St. Edmunds, Monday, November 18; Norwich, Saturday, November 23; Chelmsford, Saturday, November 30; Hertford, Wednesday, December 4; Maidstone, Monday, December 9; Lewes, Monday, December 16.

WESTERN (Pollock, B.).—Devizes, Tuesday, November 19; Dorchester, Friday, November 22; Wells, Tuesday, November 26; Bodmin, Saturday, November 30; Exeter, Wednesday, December 4; Bristol, Tuesday, December 10; Winchester, Saturday, December 14.

NORTH-EASTERN (Manisty, J.)—Newcastle, Friday, November 22; Durham, Wednesday, November 27; York, Monday, December 2; Leeds, Friday, December 6.

NORTH AND SOUTH WALES (Hawkins, J.)—Carnarvon, Tuesday, November 26; Ruthin, Friday, November 29; Chester, Monday, December 2; Carmarthen, Monday, December 9; Brecon, Tuesday, December 12; Cardiff, Monday, December 16.

OXFORD (Stephen, J.).—Reading, Monday, November 11; Oxford, Thursday, November 14; Worcester, Monday, November 18; Gloucester, Monday, November 25; Monmouth, Saturday, November 30; Hereford, Thursday, December 5; Shrewsbury, Monday, December 9; Stafford, Friday, December 13.

MIDLAND (Wills, J.).—Aylesbury, Saturday, November 16; Bedford, Tuesday, November 19; Northampton, Friday, November 22; Leicester, Thursday, November 28; Nottingham, Monday, December 2; Lincoln, Saturday, December 7; Derby, Wednesday, December 11; Warwick, Saturday, December 14.

NORTHERN (Grantham and Charles, JJ.).—Carlisle, Friday, November 15; Lancaster, Tuesday, November 19; Manchester, Friday, November 22; Liverpool, Thursday, December 5.

Civil business will be taken only at Manchester and Liverpool.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONTINENTAL CANADIAN TOBOGGANING SYNDICATE, LIMITED—Chitty, J, has, by an order dated Oct 9, appointed Alfred Sydney Gedge, 3, Great James st, Bedford row, to be official liquidator

DURHAM SALT CO, LIMITED—By an order made by the Vacation Judge, dated Oct 16, it was ordered that the company be wound up Pritchard & Co, Painters' Hall, solors for petners

GEORGE NEAL & CO, LIMITED—Petn for winding up, presented Oct 31, directed to be heard before North, J, on Saturday, Nov 9 Chave & Chave, Bishopsgate st, solors for petner

LENNOX PUBLISHING CO, LIMITED—Petn for winding up, presented Oct 25, directed to be heard before Kay, J, on Saturday, Nov 9 Davis & Co, Coleman st, solors for petners

SHEBA REEF EXTENSION GOLD MINING CO, LIMITED—Petn for winding up, presented Oct 30, directed to be heard before Stirling, J, on Nov 9 Goldberg & Langdon, West st, Finsbury circus, solors for petner

THE EASTERN MYSORE GOLD CO, LIMITED—Creditors are desired, on or before Dec 1, to send in particulars of their claims to Mr C F Tombs, 38, Lombard st Clarke & Co, Lincoln's inn fields, solors for liquidator

THE GWERNOR SLATE QUARRIES CO, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William John Savage, Lancaster House, The Savoy

THE IRONCLAD (AUSTRALIA) GOLD MINING CO, LIMITED—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts and claims, to Mr Frederic George Painter, 2, Moorgate st bldgs Snell & Co, George st, Mansion House, solors for liquidator

THE STALYBRIDGE ODDFELLOWS' SOCIAL CLUB AND INSTITUTE CO, LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Storrs, Market st, Stalybridge Whitehead, Stalybridge, solor for liquidator

UNLIMITED IN CHANCERY.

RELIANCE PERMANENT BENEFIT BUILDING SOCIETY—By an order made by Chitty, J, dated Oct 26, it was ordered that the society be wound up Nash & Co, Queen st, Cheapside, agents for Armstrong & Sons, Newcastle on Tyne, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

IMPARTIALITY LODGE OF DRUIDS FRIENDLY SOCIETY, Odd Fellows' Hall, Newchurch, Lancaster Oct 26

OAK LODGE ORDER OF DRUIDS, Heywood Reform Club, Market st, Heywood, Lancaster Oct 28

WITHYBROOK FRIENDLY SOCIETY, Half Moon Inn, Withybrook, Warwick Oct 28

SUSPENDED FOR THREE MONTHS.

NEW FRIENDLY SOCIETY, Star Inn, Cefn Cribbwr, Bridgend, Glamorgan Oct 28

SALISBURY LIBERAL AND CONSTITUTIONAL BENEFIT SOCIETY, 44, Castle st, Salisbury Oct 29

London Gazette.—TUESDAY, Nov. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERDARE TIN PLATE CO, LIMITED—By an order made by North, J, dated Oct 26, it was ordered that the company be wound up Jones & Linnett, Quality ct, Chancery lane, agents for Thomas, Swansea, solor for petners

A W MORRIS & CO, LIMITED—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to William Robert Taylor Carr, Monument House, Monument yard Tuesday, Dec 10, at 2, is appointed for hearing and adjudicating upon the debts and claims

CHAMPION FIRE LIGHTER SYNDICATE, LIMITED—By an order made by North, J, dated Oct 26, it was ordered that the syndicate be wound up Clulow, Gracechurch st, solor for petners

CHAS L BAKER & CO, LIMITED—Creditors are required, on or before Nov 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Pilling, 2, Clarence bldgs, Booth st, Manchester Rowley & Co, Manchester, solors for liquidators

GUARDIAN HORSE, VEHICLE, AND GENERAL INSURANCE CO, LIMITED—Stirling, J, has fixed Nov 14, at 12, at his chambers, for the appointment of an official liquidator

LEEDS AND BRADFORD GLASS CO, LIMITED—By an order made by Stirling, J, dated Oct 28, it was ordered that the company be wound up Emmet & Co, Bloomsbury sq, agents for Peel & Co, Bradford, solors for petners

MAYHEW'S PATENT BOILER FEEDER CO, LIMITED—By an order made by Kekewich, J, dated Oct 26, it was ordered that the company be wound up Robins & Co, Gresham House, Old Broad st, solors for petners

PENMON QUARRIES, LIMITED—Petn for winding up, presented Oct 19, directed to be heard before Kay, J, on Saturday, Nov 23 Brook, Clement's lane, solor for petner

QUEEN'S AVENUE STORES AND MACHINE MADE BREAD FACTORY, LIMITED—Kay, J, has fixed Nov 13, at 12, at his chambers, for the appointment of an official liquidator

SAVOY BUILDING CO, LIMITED—By an order made by Kekewich, J, dated Oct 26, it was ordered that the company be wound up Hyde & Co, Ely place, Holborn, petners' solors

UNLIMITED IN CHANCERY.

SOVEREIGN LIFE ASSURANCE CO Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Thomas Abercrombie Welton, 5, Moorgate st Friday, Dec 20, at 12.30, is appointed for hearing and adjudicating upon the debts and claims

TAUNTON WESLEYAN COLLEGIATE INSTITUTION—By an order made by Kekewich, J, dated Oct 26, it was ordered that the institution be wound up Rowcliffes & Co, Bedford row, agents for Channing, Taunton, solor for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HELM & Co, LIMITED—Petn for winding up, presented Nov 1, directed to be heard before the Vice-Chancellor, at the Assize Courts, Strangeways, Manchester, on Thursday, Nov 14 Addleshaw & Warburton, Manchester, agents for Easthams & Aitken, Clitheroe, solors for company

FRIENDLY SOCIETY DISSOLVED.

ASTON FEMALE SICK CLUB SOCIETY, Aston, York Oct 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 1.

JENNINGS, CHARLES, Grafton st, Mile End, Timber Merchant. Nov 30. Jennings v Jennings, Stirling, J. Savery & Stevens, Brabant ct, Philpot lane

London Gazette.—TUESDAY, Nov. 5.

CHEESWRIGHT, HENRY CORNFOOT. Parkhurst, Plaistow lane, Bromley, Ship Broker. Dec 9. Gilson v Cheeswright, North, J. Rushton, New inn, Strand

CRADDOCK, JOHN CHASE, Bishopsgate st Within, Wax Chandler. Dec 2. Price's Patent Candle Co, Limited v Emmett, Chitty, J. O'Brien, Redcliffe gdns, South Kensington

HOLLAND, JOHN CRAGG, Miningsby, Lincoln, Farmer. Nov 30. Stennett v West, North, J. Tweed, Lincoln

HORNER, ANTHONY, Angram, Kirkby Malzeard, York, Farmer. Nov 30. Verity v Horner, North, J. Jaynes, Darlington

PATTISON, FRANCIS, Langtoft, York, Yeoman. Dec 7. Foster v Pattison, Chitty, J. Drinkrow, Great Driffield

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 29.

BARRICK, HENRY, Whitby, Yorks, Gent. Nov 24. Buchannan & Sons, Whitby

BEDDOE, JANE, Bourton, nr Much Wenlock, Salop. Nov 30. Morris & Sons, Shrewsbury

BLOMFIELD, HENRY, Pentanole Rhayader, Radnorshire, Esq. Nov 28. Hopgood & Dowson, Whitehall pl

BLOMFIELD, Rev HENRY, Fladbury, Worcestershire, Clerk. Nov 28. Hopgood & Dowson, Whitehall place

CAMERON, DANIEL, Paramatta, New South Wales, Cashier. Feb 28. Weightman & Co, Liverpool

CROZIER, MARGARET, Brandling Village, Newcastle upon Tyne. Dec 7. Elsdon & Dransfield, Newcastle upon Tyne

DAWES, JAMES, Manchester, Auctioneer. Dec 31. Earle & Co, Manchester

DRUGGAN, JAMES, Michael's grove, Brompton, Gent. Nov 30. Gill, Cheapside

FELGATE, JULIA JESSIE, Walthamstow, Essex. Dec 14. Venn & Woodcock, New inn, Strand

FITCH, GEORGE, Oakleigh Park, Whetstone, Gent. Dec 31. Clapham & Fitch, Bishopsgate st Without

GECK, ADAM, the Paragon, Streatham Hill, Gent. Dec 9. Montagu, Bucklersbury

GOODWIN, WILLIAM, Kirk Langley, Derby, Farmer. Jan 31. Stone, Derby

HARRISON, Lieutenant GILBERT ELLIOT, R.N., Eden, Durham. Nov 28. Spottiswoode, Craven st, Charing Cross

HOLLOWAY, JAMES, Marmion rd, Lavender Hill, Surrey, Builder. Dec 2. Barnard & Taylor, Lincoln's inn fields

JAECKEL, FRANCIS XAVIER, Kingston, Jamaica, Clerk in Holy Orders. Dec 10. Cookson & Co, Lincoln's inn fields

JENNETT, WILLIAM THOMAS, Stockton on Tees, Master Mariner. Dec 7. Willan & Cadle, Darlington

LOWE, WILLIAM, Edgeley, nr Stockport, Butcher. Nov 5. J. E. & R. Whitworth, Manchester

MARCHANT, WILLIAM LAVINGTON, Southwick cres, Hyde pk, Esq. Nov 23. Phillips & Cheesman, Hastings

MAWDESLEY, JOHN CHARLES, Fairfield, Liverpool, Mariner. Nov 30. Radcliffe & Radcliffe, Liverpool

MURRAY, JAMES, Bryanston sq, Esq. Dec 31. Earle & Co, Manchester

NEVILL, HENRY WILLIAM, Ramsgate, Welsh Bread Manufacturer. Dec 14. Jennings, Chancery lane

ORD, ELIZABETH, Sherburn, Yorks, Dec 5. Hick, Scarborough

PARNELL, ROBERT, Oundle, Northamptonshire. Dec 1. Nisbet & Hinds, Leadenhall st

REED, JOHN RICHARDS, Shanklin, I. W., Gent. Dec 2. Brittan & Co, Bristol

RHODES, HERBERT EDWARD, Carlos st, Grosvenor sq, Esq. Nov 30. Crosse & Sons, Lancaster pl, Strand

SACH, EDMUND, Shoreditch High st, Jeweller. Nov 11. Jutsum, Finsbury pavement

SMITH, FREDERICK, Boston, Lincs, Gent. Nov 18 Waite & Co, Poston

SMITH, SARAH, Boston, Lincs. Nov 18. Waite & Co, Boston

STOREY, GEORGE WILLIAM, Manchester, Licensed Victualler. Nov 29. Preston, Manchester

THORNHILL, JOHN, Audlem, Chester, Farmer. Nov 22. Hollinshead, Tunstall; and Pearson, Market Drayton

THORNTON, MARIA, East Retford, Notts. Jan 1. Mee & Co, Retford

VAWSER, ROBERT, Manchester, Civil Engineer. Dec 6. Vaudrey, Manchester

WALLBUTTON, ROBERT, Lewisham High rd, Deptford, Kent, Esq. Dec 24. Lockyer, New Cross rd

WALLHEAD, GEORGE EDWARD, Lincoln, Painter. Nov 30. Smith & Sons, Aldersgate st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 1.

RECEIVING ORDERS.

BOUVERIE, Admiral W. P., formerly Longridge rd, Earl's Court High Court Pet Oct 1 Ord Oct 29

BURNS, WALTER, New Clee, Lincs, Smackowner Gt Grimsby Pet Oct 28 Ord Oct 28

CAMPION, ROBERT, Oxford, Cab Proprietor Oxford Pet Oct 28 Ord Oct 28

CARBERT, JOHN EDWARD, Bishopthorpe, Yorks, Farmer York Pet Oct 29 Ord Oct 29

CLAPSON, EDMUND, Southborough, Tonbridge, Farmer Tunbridge Wells Pet Oct 26 Ord Oct 26

COWLEY, ALBERT, Moreton st, Pimlico, Baker High Court Pet Oct 30 Ord Oct 30

DALLY, ALFRED, Roman rd, Old Ford, Draper High Court Pet Oct 30 Ord Oct 30

DAVIES, JOHN, Rhyl, Flintshire, Joiner Bangor Pet Oct 29 Ord Oct 29

DOBBING, WILLIAM, jun., Newcastle on Tyne, Clerk Newcastle on Tyne Pet Oct 28 Ord Oct 28

DUNNE, JOHN JOSEPH, Goole, Yorks, Solicitor Wakefield Pet Oct 30 Ord Oct 30

EDEN, THOMAS, Mobberley, Cheshire, Farmer Manchester Pet Oct 29 Ord Oct 29

ELIAS, OWEN HENRY, Beecroft valley, Anglesey, Builder Liverpool Pet Oct 10 Ord Oct 30

EVANS, JOHN ROBERT, Denbigh, Chemist Bangor Pet Oct 29 Ord Oct 29

FAIRBROTHER, THOMAS, and JOHN COMBEY, Long Eaton, Derbyshire, Lace Manufacturers Derby Pet Oct 16 Ord Oct 29

FOTHERGILL, FREDERICK FARMER, Manchester, Commission Agent Manchester Pet Oct 29 Ord Oct 29

FRENCH, JOHN ERRINGTON, Cockspur st High Court Pet Aug 20 Ord Sept 25

GARBUTT, WILLIAM, North Malvern, Worcester, Fishmonger Worcester Pet Oct 29 Ord Oct 29

GARTHWAITE, WILLIAM, New Clee, Lincs, Photographer Gt Grimsby Pet Oct 29 Ord Oct 29

HALE, EDWARD JOHN, The Brook, Liverpool, late Assistant Secretary of the Mersey Docks and Harbour Board Liverpool Pet Oct 19 Ord Oct 30

HALSEY, WALTER, Watford, Herts, formerly Mineral Water Manufacturer St Albans Pet Oct 29 Ord Oct 29

HEMYNG, PHILIP HENRY, Beulah rd, Thornton heath, Surrey, Journalist Croydon Pet Oct 26 Ord Oct 26

HUMBY, JOHN, Southampton, Toy Dealer Southampton Pet Oct 29 Ord Oct 29

KING, CHARLOTTE, Chatham, Draper Rochester Pet Oct 29 Ord Oct 29

KNIGHT, CHARLES, Newport, I.W., Photographer Newport Pet Oct 30 Ord Oct 30

MATKIN, JOSEPH, Callow, Wirksworth, Derbyshire, Farmer Derby Pet Oct 30 Ord Oct 30

MUSE, GEORGE, Sutterton, Lincs, Builder Boston Pet Oct 30 Ord Oct 30

OSWALD, ROBERT, Chesterton, Staffs, Underground Colliery Manager Hanley, Burslem, and Tunstall Pet Oct 29 Ord Oct 29

REARDON, MOSES SAUNDERS, Calstock, Cornwall, Butler Truro Pet Oct 28 Ord Oct 28

RHYS, LEYSON, Hirwain, Brecknockshire, Beerhouse Keeper Aberdare Pet Oct 30 Ord Oct 30

SNOAD, JOHN, Dionis ter, New King's rd, Fulham, Butcher High Court Pet Oct 28 Ord Oct 28

SYKES, FREDERICK WILLIAM, Leicester, Butcher Leicester Pet Oct 28 Ord Oct 28

TROTMAN, WILLIAM ARTHUR, Cleckheaton, Yorks, Baker Bradford Pet Oct 29 Ord Oct 29

TYSON, THOMAS BALMFORTH, late Worthing, Sussex, Pharmaceutical Chemist Brighton Pet Oct 11 Ord Oct 29

VEAL, SAMUEL, Edgware rd, Oilman High Court Pet Oct 29 Ord Oct 29

WOOLFORD, JOSEPH, and JOSEPH WILLIAM WOOLFORD, High row, Silver st, Kensington, Builders High Court Pet Oct 9 Ord Oct 24

WRENCH, JAMES, Oldham, Tobacconist Oldham Pet Oct 28 Ord Oct 30

FIRST MEETINGS.

BARRINGTON, JOHN THOMAS, and CHRISTOPHER ROBERT CHANDLER, Lambeth rd, Lambeth, Artists in Glass Nov 15 at 12 33, Carey st, Lincoln's inn

BASSAM, EDWARD, High st, Camden Town, Oilman Nov 19 at 11 Bankruptcy bldgs, Lincoln's inn

BIDEN, ALFRED GEORGE, Warnford ct, Diamond Broker Nov 12 at 2.30 33, Carey st, Lincoln's inn

BRISCOE, WILLIAM HENRY, Addiscombe, Croydon, Surrey, Gent Nov 8 at 3 119, Victoria st, Westminster

CARBERT, JOHN EDWARD, Bishopthorpe, Yorks, Farmer Nov 12 at 12 28, Stonegate, York

CARLISH, ABRAHAM, Harrow alley, Houndsditch, Clothier Nov 15 at 11 33, Carey st, Lincoln's inn

COOKE, SAMUEL, Worcester, Coffee house keeper Nov 12 at 12.15 Off Rec, Worcester

CRAVEN, EDWARD STAMFORD, Hounslow, Lieut of 19th Hussars Nov 14 at 11 No 16 Room, 30 and 31, St Swithin's lane

DAVIES, THOMAS, Porth, Glam, Grocer Nov 8 at 3 Off Rec, Merthyr Tydfil

DOBBING, WILLIAM, jun, Newcastle on Tyne, Clerk Nov 11 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

EAST, FRANCIS JOHN, Nottingham, Coaldealer Nov 9 at 12 Off Rec, 1, High pavement, Nottingham

EMPSON, WILLIAM, Birmingham, Linen Button Manufacturer Nov 13 at 11 25, Colmore row, Birmingham

FARMER, AMELIA, Kentisbeare, Devon, Farmer Nov 9 at 11 Off Rec, 13, Bedford circus, Exeter

GARBUTT, WILLIAM, North Malvern, Worcs, Fishmonger Nov 12 at 12 Off Rec, Worcester

HALE, FRANK, Margate, Steam Launch Owner Nov 8 at 3.30 53, High st, Margate

HALE, SAMUEL, Margate, Waiter Nov 8 at 4 53, High st, Margate

KENDALL, THOMAS COPE, Kensington, nr Liverpool, Painter Nov 12 at 2 Off Rec, 35, Victoria st, Liverpool

KING, CHARLOTTE, Chatham, Draper Nov 20 at 2 15 Off Rec, High st, Rochester

KNILL, JOHN, Cradley, Herefordshire, Farmer Nov 12 at 12 30 Off Rec, Worcester

LAWSON, JOHN, jun, Whitstable, Kent, Builder Nov 8 at 10 Off Rec, 5, Castle st, Canterbury

LLOYD, EDWARD, Northwood, Staffs, Chemist Nov 15 at 11.30 Off Rec, Newcastle under Lyme

MARGETTS, ROBERT MOWBRAY, Hartford, Hunts, Wine Merchant Nov 8 at 12.30 Fountain Hotel, Huntingdon

MATKIN, JOSEPH, Callow, Wirksworth, Derbyshire, Farmer Nov 8 at 12 Off Rec, St James's chbrs, Derby

MENTASTI, JOSEPH, Nottingham, Cafe Proprietor Nov 9 at 11 Off Rec, 1, High pavement, Nottingham

MERCER, ROBERT, Gt Harwood, Lancs, Grocer Nov 12 at 1.30 County Court house, Blackburn

PETHERICK, THOMAS, Tavistock, Devon, Wheelwright Nov 12 at 11.30 10, Athenæum ter, Plymouth

PUGH, HUGH, Dolgelly, Merioneth, Carriage Maker Nov 14 at 2.30 Townhall, Aberystwith

RADFORD, FREDERIC, Bedford, Gent Nov 8 at 11.30 8, St Paul's sq, Bedford

ROBERTS, EDWARD, Kidwelly, Carmarthenshire, Boot Dealer Nov 9 at 11 Off Rec, 11, Quay st, Carmarthen

STONE, EDWIN CHARLES, Snow's fields, Bermondsey, Drysalter Nov 13 at 11 33, Carey st, Lincoln's inn fields

SYKES, FREDERICK WILLIAM, Leicester, Butcher Nov 11 at 12.30 Off Rec, 34, Friar lane, Leicester

TEDD, GEORGE WILLIAM, Kennington rd, Bootmaker Nov 13 at 12 33, Carey lane, Lincoln's inn

TROTMAN, WILLIAM ARTHUR, Cleckheaton, Yorks, Baker Nov 12 at 12 Off Rec, 31, Manor row, Bradford

WILDERSPIN, ALBERT, Chatteris, Cantab, Coachbuilder Nov 15 at 12 Law Courts, New rd, Peterborough

WILLDIGG, THOMAS, and KENNETH LUPTON, Burges, Coventry, Engineers Nov 11 at 2 Off Rec, 17, Hertford st, Coventry

WILLIAMS, JOHN, Cardiff, Milliner Nov 12 at 10 Off Rec, 29, Queen st, Cardiff

WRENCH, JAMES, Oldham, Tobacconist Nov 13 at 3 Off Rec, Priory chmbrs, Union st, Oldham
WRIGHT, F S, Bedford, Draper Nov 8 at 3.15 33, Carey st, Lincoln's inn
YOUNG, CHARLES JOHN, Hendon, Middlesex, Clerk in Holy Orders Nov 8 at 1.15 Off Rec, Halifax

ADJUDICATIONS.

BOWLES, HADASSAH, Evering rd, Stoke Newington, Widow Edmonton Pet Aug 8 Ord Oct 30
BURNS, WALTER, New Clee, Lincs, Smack Owner Great Grimsby Pet Oct 28 Ord Oct 28
CARBERT, JOHN EDWARD, Bishopthorpe, Yorks, Farmer York Pet Oct 29 Ord Oct 29
CROCKETT, WILLIAM MAXWELL, Taunton, Photographer Taunton Pet Oct 25 Ord Oct 28
DALLY, ALFRED, Roman rd, O.d Ford, Draper High Court Pet Oct 30 Oct 30
DAVIES, JOHN, Rhyl, Flintshire, Joiner Bangor Pet Oct 29 Ord Oct 29
DOBBING, WILLIAM, jun, Newcastle on Tyne, Clerk Newcastle on Tyne Pet Oct 28 Ord Oct 30
DUNNE, JOHN JOSEPH, Goole, Yorks, Solicitor Wakefield Pet Oct 30 Ord Oct 30
EDEN, THOMAS, Mobberley, Cheshire, Farmer Manchester Pet Oct 29 Ord Oct 29
ELBOROUGH, WILLIAM CHARRIERE, and A. L. ELBOROUGH, Bishopsgate st and Lombard st, Merchant and Company Promoter High Court Pet June 12 Ord Oct 29
FLETCHER, CHARLES, Leicester, Farmer Leicester Pet Sept 25 Ord Oct 28
FOTHERGILL, FREDERICK FARMER, Manchester, Commission Agent Manchester Pet Oct 29 Ord Oct 29
FULLER, WILLIAM HENRY, Railway approach, London Bridge, Blind Manufacturer High Court Pet Sept 10 Ord Oct 29
GARBUTT, WILLIAM, North Malvern, Worcs, Fishmonger Worcester Pet Oct 29 Ord Oct 29
GARTHWAITE, WILLIAM, New Clee, Lincs, Photographer Great Grimsby Pet Oct 29 Ord Oct 29
HARRIS, HENRY AUGUSTUS, Mile End rd, Clothier High Court Pet Oct 26 Ord Oct 29
HOLMES, ROBERT ARNOLD, Otley, Yorks, Shopfitter Leeds Pet Oct 3 Ord Oct 26
HOOPER, WILLIAM, Barnet, Herts, Coachbuilder Barnet Pet Oct 24 Ord Oct 28
KING, CHARLOTTE, Chatham, Draper Rochester Pet Oct 29 Ord Oct 29
KNILL, JOHN, Cradley, Herefordshire, Farmer Worcester Ord Oct 30
MARGETTS, ROBERT MOWBRAY, Hartford, Hunts, Wine Merchant Peterborough Pet Oct 24 Ord Oct 28
MATKIN, JOSEPH, Callow, Wirksworth, Derbyshire, Farmer Derby Pet Oct 30 Ord Oct 30
MCGRATH, JAMES, the younger, High Holborn, Jeweller Hig h Court Pet Oct 1 Ord Oct 29
MILLS, JAMES NORMINGTON, Halifax, Plumber Halifax Pet Oct 21 Ord Oct 23
OSWALD, ROBERT, Chesterton, Staffs, Underground Colliery Manager Hanley, Burslem, and Tunstall Pet Oct 26 Ord Oct 29
PETHERICK, THOMAS, Tavistock, Devon, Wheelwright East Stonehouse Pet Oct 24 Ord Oct 28
RADFORD, FREDERICK, Bedford, Gent Bedford Pet Sept 13 Ord Oct 28
RADFORD, JOHN HIERON, Nottingham, Boatbuilder Nottingham Pet Oct 12 Ord Oct 30
REARDON, MOSES SAUNDERS, Calstock, Cornwall, Butler Truro Pet Oct 28 Ord Oct 28
RHYS, LEYSON, Hirwain, Brecknockshire, Beerhouse Keeper Aberdare Pet Oct 29 Ord Oct 30
ROBINSON, THOMAS, Ulverston, Lancs, Butcher Ulverston Pet Aug 20 Ord Oct 22
ROBINSON, WILLIAM, Thanington, Kent, late District Surveyor to the Bridge Rural Sanitary Authority Canterbury Pet Oct 7 Ord Oct 28
ROBINSON, WILLIAM THOMPSON, Barnsley, Auctioneer Barnsley Pet Oct 21 Ord Oct 30
SMITH, BENJAMIN, Lakenham, Norwich, Baker Norwich Pet Oct 22 Ord Oct 26
SNOAD, JOHN, Dionis ter, New King's rd, Fulham, Butcher High Court Pet Oct 28 Ord Oct 28
SYKES, FREDERICK WILLIAM, Leicester, Butcher Leicester Pet Oct 28 Ord Oct 28
WALKLEY, JOHN JABEZ, Bristol, Licensed Victualler Bristol Pet Oct 12 Ord Oct 30
WATERTON, WILLIAM, Barnsley, late Blacksmith Barnsley Pet Oct 7 Ord Oct 30
WELLS, THOMAS, Stanley, Durham, Builder Newcastle on Tyne Pet Oct 26 Ord Oct 30
WILDERSPIN, ALBERT, Chatteris, Cantab, Coachbuilder Peterborough Pet Oct 25 Ord Oct 28
WRIGHT, F. S., Bedford, Draper Bedford Pet Sept 5 Ord Oct 28
YOUNG, WILLIAM DAVID, Queen Victoria st, Post Office Clerk High Court Pet Aug 30 Ord Oct 29

London Gazette—TUESDAY, Nov. 5.

RECEIVING ORDERS.

BAUGH, LEONARD JOHN, Llanymynech, Montgomeryshire, Innkeeper Newtown Pet Oct 31 Ord Oct 31
BRIGHT, ARTHUR, Cross st, Islington, Grocer High Court Pet Oct 30 Ord Oct 30
BROWN, KERSHAW GEORGE, Sheffield, Joiner's Tool Manufacturer Sheffield Pet Nov 2 Ord Nov 2
CHAMBERS, JAMES, Starston, Norfolk, Farmer Ipswich Pet Oct 31 Ord Oct 31
CLEVERLEY, CHARLES HENRY, Croydon, Surrey, Corn Merchant Croyden Pet Oct 18 Ord Oct 30
EDWARD, HENRY STUART, Dumpton pk, nr Ramsgate Canterbury Pet Sept 26 Ord Nov 1
COX, HENRY, Bolton gdns, Chiswick, Licensed Victualler Brentford Pet Oct 28 Ord Oct 28
DRIVER, JOSEPH, Pudsey, Yorks, late Boot Dealer Bradford Pet Oct 22 Ord Nov 1
FINCH, OLIVER LEMON, Camberwell Station rd, Carman High Court Pet Oct 1 Ord Nov 1
FINCH, ROLAND, The Silvertown Chemical Works, Victoria Docks, Chemical Manufacturer High Court Pet Nov 1 Ord Nov 1
GORDON, JOHN, Haltwhistle, Northumberland, Seedsman Carlisle Pet Nov 1 Ord Nov 1
HACKETT, EDWIN, Moston, Lancs, Joiner Manchester Pet Nov 1 Ord Nov 1
HARRIS, TUDOR, Bruton st, New Bond st, Commission Agent High Court Pet Sept 24 Ord Nov 1
HICKS, WILLIAM CHANDOS, Birmir gham, Baker Birmingham Pet Oct 25 Ord Oct 31
HOUGHTON, WILLIAM, Colchester, Boatbuilder Gt Yarmouth Pet Oct 18 Ord Oct 31
HUDSON, JOHN THOMAS, Woburn Sands, Beds, Butcher Luton Pet Nov 1 Ord Nov 1
JOHNSON, GEORGE HAMMOND, Canterbury, Hairdresser Canterbury Pet Nov 1 Ord Nov 1
JONES, EDWARD, Moss Side, nr Manchester, Draper Salford Pet Oct 31 Ord Nov 1
JUBB, JOHN BLANCHARD, Howden, Yorks, Solicitor Kingston upon Hull Pet Nov 2 Ord Nov 2
LAIDLER, THOMAS ROWLAND, Stockton on Tees, Bookmaker's Clerk Stockton on Tees Pet Oct 30 Ord Oct 30
MEEK, JAMES, Portrack Grange, nr Stockton on Tees, Farmer Stockton on Tees Pet Oct 16 Ord Oct 31
MILLER, FREDERICK, Torre, Torquay, Saddler Exeter Pet Oct 31 Ord Oct 31
PARKINSON, WILLIAM FREDERICK, and THERESA ADELAIDE PARKINSON, Blackburn, Pawnbrokers Blackburn Pet Nov 2 Ord Nov 2
PAYNE, GEORGE SHARPE, Aston, Aston juxta Birmingham, Journeyman Brassfounder Birmingham Pet Oct 31 Ord Oct 31
PEARCE, URIAH HARRY TAYLOR, Exeter, Builder Exeter Pet Oct 31 Ord Oct 31
PEARS, WALTER, Birmingham, Tobacconist Birmingham Pet Oct 24 Ord Oct 31
POCOCK, GEORGE HILES, Weston super mare, Builder Bridgwater Pet Nov 2 Ord Nov 2
ROCK, JAMES, Radford, Nottingham, Oil Merchant Nottingham Pet Oct 31 Ord Oct 31
SHORTEL, NICHOLAS, Liverpool, Boot Dealer Liverpool Pet Oct 19 Ord Nov 1
SOUTHERN, LEE, Manchester, Bazaar Decorator Manchester Pet Nov 1 Ord Nov 2
SPACIE, FREDERICK, Aston, nr Rotherham, late Grocer Sheffield Pet Nov 2 Ord Nov 2
STEARS, THOMAS WILLIAMS, Kingston upon Hull, Gas Engineer Kingston upon Hull Pet Oct 18 Ord Oct 31
THOMAS, JOHN, Pontypridd, Glam, Butter Merchant Pontypridd Pet Nov 1 Ord Nov 1
WATERS, EDMUND CHESTER, Shaftesbury rd, Hammersmith, Barrister at Law High Court Pet Oct 1 Ord Oct 31
WRIGHT, WILLIAM G., Blackmoor st, Drury lane, Cheesemonger High Court Pet Oct 25 Ord Oct 31

The following amended notice is substituted for that published in the London Gazette of Oct 18.

CRAYMER, ELIZABETH RUSSELL, Hove, Sussex, Dressmaker Brighton Pet Oct 15 Ord Oct 15

FIRST MEETINGS.

BAUGH, LEONARD JOHN, Llanymynech, Montgomeryshire, Innkeeper Nov 15 at 12 Cross Keys Inn, Llanymynech
BEYNON, LLEWELYN, Merthyr Tydfil, Commission Agent Nov 14 at 2 Off Rec, Merthyr Tydfil
BURNHAM, COLEMAN, Gt Grimsby, Coal Merchant Nov 13 at 11 Off Rec, 3, Haven st, Gt Grimsby
CAMPION, ROBERT, Oxford, Cab Proprietor Nov 12 at 12 1, St Aldate's, Oxford
CHAMBERS, JAMES, Starston, Norfolk, Farmer Nov 12 at 1.45 Magpie Hotel, Harleston
CHAPPELL, CHARLES, Brockley, Kent, no occupation Nov 14 at 12 119, Victoria st, Westminster
CLAPSON, EDMUND, Southborough, Tunbridge, Farmer Nov 13 at 2.30 Spencer & Reeve, Mount Pleasant, Tunbridge Wells
COMERY, JOHN (sep estate), Long Eaton, Derbyshire, Lace Manufacturer Nov 12 at 3.45 Flying Horse, Nottingham
DAVIES, THOMAS, Treharris, Glam, Collier Nov 14 at 3 Off Rec, Merthyr Tydfil
DAWES, JAMES ROLFE, Shouldham, Norfolk, Grocer Nov 16 at 11 Off Rec, 8, King st, Norwich
DUNNE, JOHN JOSEPH, Goole, Yorks, Solicitor Nov 12 at 11 Lowther Hotel, Goole
EDEN, THOMAS, Mobberley, Cheshire, Farmer Nov 14 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
FAIRBROTHER, THOMAS, and JOHN COMERY, Long Eaton, Derbyshire, Lace Manufacturers Nov 12 at 3 Flying Horse, Nottingham
FAIRBROTHER, THOMAS, sep estate, Long Eaton Derbyshire, Lace Manufacturer Nov 12 at 4 Flying Horse, Nottingham
FORMAN, GEORGE, Pools lane, King's rd, Chelsea Nov 14 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
FRENCH, JAMES, Bedford, Builder Nov 12 at 10.30 8, St Paul's sq, Bedford
GOLDSTEIN, MICHAEL ELEAZAR, Hatton garden, Diamond Merchant Nov 19 at 11 33, Carey st, Lincoln's inn fields
GORDON, JOHN, Haltwhistle, Northumberland, Seedsman Nov 18 at 12 Off Rec, 64, Fisher st, Carlisle
HACKETT, EDWIN, Moston, Lancs, Joiner Nov 14 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
HELLOUIN, PAULINE, Brompton sq, Kensington, Dressmaker Nov 20 at 11 33, Carey st, Lincoln's inn
HOLMES, ROBERT ARNOLD, Otley, Yorks, Shopfitter Nov 13 at 11 Off Rec, 22, Park row, Leeds
HUMBY, JOHN, Southampton, Toy Dealer Nov 14 at 11 Off Rec, 4, East st, Southampton
HUNT, ARCHIBALD EDMUND, Whitton, Market Gardener Nov 14 at 12 No 16 Room, 30 and 31, St Swithin's lane
JOBLING, MARK ERNEST, Scarsdale villas, Kensington, Mining Engineer Nov 14 at 11 33, Carey st, Lincoln's inn
JONES, EDWARD, Moss Side, Manchester, Draper Nov 12 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester
KNIGHT, CHARLES, Newport, I W, Photographer Nov 18 at 2 Holyrood chbrs, Newport, I W
KONIG, E., Jewry st, Aldgate, Tobacconist Nov 15 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn
MACKINNON, J. C., Michael's grove, Brompton, Gent Nov 14 at 12 33, Carey st
MARKS, WALTER THEOPHILUS, Winkfield, Berks, Baker Nov 12 at 12 Queen's Hotel, Reading
MATTHEWS, EDWIN DAVID THOMAS, Bedford row, Solicitor Nov 15 at 12 Bankruptcy bldngs, Lincoln's inn
MAYNARD, EDWARD, Brockley, Kent, Builder Nov 13 at 3 119, Victoria st, Westminster
MILLER, FREDERICK, Torre, Torquay, Saddler Nov 14 at 11 Off Rec, 13, Bedford circus, Exeter
PEARCE, URIAH HARRY TAYLOR, Exeter, Builder Nov 14 at 11 Off Rec, 13, Bedford circus, Exeter
REARDON, MOSES SAUNDERS, Calstock, Cornwall, Butler Nov 12 at 12.30 Off Rec, Boscawen st Truro
RICHARDSON, WILLIAM, and SIDNEY WALTER RICHARDSON, Whitechapel rd, Toolmakers Nov 15 at 2.30 33, Carey st, Lincoln's inn fields
ROWLANDS, WILLIAM, Brithdir, Gelligaer, Glam, Collier Nov 14 at 2.30 Off Rec, Merthyr Tydfil
SALLOWS, J., Worple rd, Putney, Builder Nov 13 at 12 119, Victoria st, Westminster
SHIRER, ALEXANDER, Cheltenham, House Agent Nov 14 at 3.30 County Court bldngs, Cheltenham
SMITH, BENJAMIN, Lakenham, Norwich, Baker Nov 16 at 12 Off Rec, 8, King st, Norwich
SMITH, W. Upton, Essex, Builder Nov 14 at 2.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
STEVENS, JESSE, late of Chrissall, Essex, Publican Nov 14 at 3 119, Victoria st, Westminster
TITFORD, CHARLES, Leadenhall st, Indiarubber Manufacturer Nov 14 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
WARRINGTON, ELLEN ISABEL, Edgbaston, Birmingham, Court Dressmaker Nov 13 at 11 25, Colmore row, Birmingham
WILLIAMS, THOMAS, Palace Gates-road, Wood Green, Tottenham, formerly Bank Clerk Nov 15 at 11 No. 16 Room, 30 & 31, St Swithin's lane

ADJUDICATIONS.

BEDDIS, JOHN, and PHILIP HENRY TREBLE NOTT, Newern, Glos, Drapers Newport, Mon Pet Sept 11 Ord Oct 31
BRIGHT, ARTHUR, Cross st, Islington, Grocer High Court Pet Oct 30 Ord Oct 30
BROWN, KERSHAW GEORGE, Sheffield, Joiners' Tool Manufacturer Sheffield Pet Nov 2 Ord Nov 2
CHAMBERS, JAMES, Starston, Norfolk, Farmer Ipswich Pet Oct 31 Ord Oct 31
COOK, JOHN, Bardney, Lincs, Cottager Lincoln Pet Oct 10 Ord Oct 31
CRAYMER, ELIZABETH RUSSELL, Hove, Sussex, Dressmaker Brighton Pet Oct 15 Ord Oct 28
CROSSLEY, HENRY, Whittlefield, Burnley, Cotton Manufacturer Burnley Pet Sept 28 Ord Oct 31
FARMER, AMELIA, formerly AMELIA HAWKINS, Kentisbeare, Devon, Farmer Exeter Pet Oct 7 Ord Nov 2
GORDON, JOHN, Haltwhistle, Northumberland, Seedsman Carlisle Pet Nov 1 Ord Nov 1
HACKETT, EDWIN, Moston, Lancs, Joiner Manchester Pet Nov 1 Ord Nov 1
HALSEY, WALTER, Watford, Herts, formerly Mineral Water Manufacturer St Albans Pet Oct 29 Ord Nov 1
HARDING, WILLIAM DAVID, The Royal London Yacht Club, Savile row, Auctioneer High Court Pet Aug 12 Ord Oct 31
HOWE, REUPERT BOWN BLUST, Broadstairs, Kent Canterbury Pet Dec 31 Ord Nov 1
HOWE, THOMAS HARRIS MANNERS, Broadstairs, Kent Canterbury Pet Dec 31 Ord Nov 1
HUDSON, JOHN THOMAS, Woburn Sands, Beds, Butcher Luton Pet Nov 1 Ord Nov 1
JOHNSON, GEORGE HAMMOND, Canterbury, Hairdresser Canterbury Pet Oct 31 Ord Nov 1
JUBB, JOHN BLANCHARD, Howden, Yorks, Solicitor Kingston upon Hull Pet Nov 2 Ord Nov 2
KENDALL, THOMAS COPE, Kensington, nr Liverpool, Painter Liverpool Pet Oct 24 Ord Nov 1
KONIG, E, Jewry st, Aldgate, Tobacconist High Court Pet Sept 21 Ord Oct 30
LAIDLER, THOMAS ROWLAND, Stockton on Tees, Bookmaker's Clerk Stockton on Tees Pet Oct 20 Ord Oct 30
LYDFORD, ALBERT, Bristol, Builder Bristol Pet Oct 19 Ord Oct 31
MILLER, FREDERICK, Torre, Torquay, Saddler Exeter Pet Oct 31 Ord Oct 31
MUSS, GEORGE, Sutterton, Lincs, Builder Boston Pet Oct 30 Ord Oct 30
PARKINSON, WILLIAM FREDERICK, and THERESA ADELAIDE PARKINSON, Blackburn, Pawnbrokers Blackburn Pet Nov 2 Ord Nov 2

PAYER, GEORGE SHARPE, Aston-juxta-Birmingham, Journeyman Brassfounder Birmingham Pet Oct 31 Ord Nov 1
PEARCE, URIAH HARRY TAYLOR, Exeter, Builder Exeter Pet Oct 31 Ord Oct 31
ROBERTS, EDWARD, Kidwelly, Carmarthenshire, Boot Dealer Carmarthen Pet Oct 26 Ord Oct 30
ROCK, JAMES, Radford, Nottingham, Oil Merchant Nottingham Pet Oct 31 Ord Oct 31
SALLOWS, J., Worple rd, Putney, Builder Wandsworth Pet Sept 17 Ord Oct 31
SEDLEN, HENRY JOHN, Sturminster, Newton, Corn Merchant Dorchester Pet Oct 11 Ord Oct 30
SEDLEN, JOHN, TOM SEDLEN, and HENRY JOHN SEDLEN, Shillingstone, Dorset, Coal Merchants Dorchester Pet Oct 11 Ord Oct 30
SIMPSON, HENRY, Liverpool, Cornbroker Liverpool Pet Oct 2 Ord Nov 1
SOUTHERN, LEE, Manchester, Bazaar Decorator Manchester Pet Nov 1 Ord Nov 2
SPACIE, FREDERICK, Aston, nr Rotherham, late Grocer Sheffield Pet Nov 2 Ord Nov 2
THOMAS, JOHN, Pontypridd, Glam, Butter Merchant Pontypridd Pet Nov 1 Ord Nov 1
THOMSON, JAMES KID, Margaret st, Cavendish sq, Stockbroker High Court Pet July 15 Ord Oct 31
TROTMAN, WILLIAM ARTHUR, Cleckheaton, Yorks, Baker Bradford Pet Oct 28 Ord Oct 30
TYSON, THOMAS BALMFORTH, late Worthing, Pharmaceutical Chemist Brighton Pet Oct 11 Ord Oct 31
WATSON, WILLIAM, Derby, Draper Derby Pet Oct 4 Ord Nov 1
WRENCH, JAMES, Oldham, Tobacconist Oldham Pet Oct 28 Ord Nov 1
WRIGHT, WILLIAM G. Blackmoor st, Drury lane, Cheesemonger High Court Pet Oct 25 Ord Nov 1

SALES OF ENSUING WEEK

Nov. 12.—Messrs. PHILIP D. TUCKETT & Co., at the Mart, E.C., at 1 o'clock, Leasehold Mansion (see advertisement, Oct. 26, p. 806).
Nov. 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Shares, also Freehold Estates, Debentures, and Shares, in the New River Co. (see advertisement, Nov. 2, p. 7).
Nov. 14.—Messrs EDMUND ROBINS & HING, at the Mart, E.C., Bijou Residence (see advertisement, Nov. 2, p. 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BYRNE.—Oct. 27, at 33, Lancaster-gate, the wife of E. Widdrington Byrne, Q.C., of a daughter.
JEFFERY.—Oct. 28, at Manningham, Bradford, the wife of Herbert J. Jeffery, Solicitor, of a daughter.
NELSON.—Oct. 25, at 93, Adelaide-road, South Hampstead, the wife of Francis G. P. Nelson, Barrister-at-law, Lincoln's-inn, of a son.
WRIGHT.—Oct. 27, at Goldielie, Trumpington, Cambridge, the wife of Richard T. Wright, Esq., Barrister-at-law, of a daughter.

MARRIAGE.

CHITTY—TORRY.—Oct. 23, at Paddington, Joseph Henry Pollock Chitty, second son of the Hon. Mr. Justice Chitty, to Adèle Johanna, younger daughter of the late John Berry Torry, of Sunninghill.

DEATHS.

BRETTELL.—Oct. 28, at Leamington, Janns Vaughan Brettell, of 2, Staple-inn, W.C., Solicitor, aged 42.
RICHARDSON.—Oct. 25, at his residence, Wentworth House, York-place, Harrogate, John Richardson, Solicitor.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.